

**CITY OF SOUTH MIAMI  
OFFICE OF THE CITY MANAGER  
INTER-OFFICE MEMORANDUM**

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**TO:** The Honorable Mayor & Members of the City Commission

**FROM:** Steven Alexander, City Manager

**DATE:** June 17, 2014

Agenda Item No.: 7

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**SUBJECT:** **A Resolution authorizing the City Manager to enter into a five (5) year contract with Laz Parking Inc. for an amount not to exceed \$1,120,419 for a five (5) year period.**

**BACKGROUND:** The City issued a Request for Proposal for Parking Management Services which closed on Friday, May 16, 2014. The RFP was posted on the City's website, Demand Star and advertised in the Daily Business Review.

Three proposals were received that were reviewed by a Selection Committee. The Committee, comprised of Kelly Barket, Public Works Superintendent, Christopher Brimo, Planning director and, Alfredo Riverol, Chief Financial Officer.

The three firms which responded to the RFP; Laz Parking, Republic Parking Systems, and SP+ Municipal Services. Below please find a breakdown of the Evaluation Committee's scoring of the received proposals:

- |                             |     |
|-----------------------------|-----|
| 1. Laz Florida Parking      | 286 |
| 2. SP+ Municipal Services   | 255 |
| 3. Republic Parking Systems | 242 |

It is important to note, all three evaluators ranked Laz Florida Parking as their number one choice with SP+ Municipal Services and Republic Parking Systems, as their second and third choice, respectively. Attached are the Evaluation Scoring Sheets for all three evaluators and their respective scores for each of the three categories.

It must be noted, prior to scoring and ranking of proposals by the Evaluation Committee, the Purchasing Division noted there was an error in the bid tabulation by Laz Florida Parking. The RFP requested proposers submit an "All Inclusive Price" for Years 1 through 5 and, a Five (5) Year Total. Laz Florida Parking's proposal indicated a Five (5) year total of \$1,349,965 however, when adding the totals, the Five (5) Year Total was actually \$1,120,419. Purchasing immediately contacted the City Attorney to obtain the proper steps in an effort to avoid any potential issues. As advised by the City Attorney, please see attached correspondence from the



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City's Purchasing Manager and a reply from Laz Florida Parking confirming the error and correcting the Five (5) Year Total.

A summary of each proposers bid is below:

Yr	*LAZ	SP Municipal	Republic
1	213,156	239,821	296,068
2	218,485	247,160	306,430
3	223,947	254,737	317,155
4	229,546	262,562	328,255
5	235,285	270,642	344,668
<b>5-YR TOTAL</b>	<b>1,120,419</b>	<b>1,274,922</b>	<b>1,592,576</b>
	<i>*Proposal Summation Error: 1,349,965</i>		

Laz Florida Parking is the City's current parking management services provider and entered into an agreement, effective April 1, 2011 (Resolution #121-11-134453). The Agreement, for a three (3) year term, expired on March 31, 2014. The agreement included an extension provision for one (1) two (2) year period; however, the City decided to issue an RFP in lieu of exercising the extension. In order to allow for the time to solicit the RFP, a Month-to-Month agreement was exercised with Laz Parking, expiring September 30, 2014 (Resolution #36-14-141130).

In an effort to better account for the expense within a FY, the proposed agreement with Laz Florida Parking will take effect October 1, 2014 for a five year (5) period after the expiration of the Month-to-Month agreement. The agreement with Laz Florida Parking ensures there will be no interruption in services or parking revenues prior to October 1, 2014.

**AMOUNT:** \$1,120,419 for a five (5) year period; (FY 2015, \$213,156)

**ACCOUNT:** Account No. 001-1410-513-3459 with a balance of \$213,156 for FY 2015

**ATTACHMENTS:** Resolution  
Proposal, Laz Florida Parking  
Bid Opening Report  
Email, Confirmation of Laz Bid Tabulation Error  
Evaluation Selection Score & Ranking Sheets  
Advertisement, Daily Business Review  
Demand Star Results  
RFP #FN-2014-01  
Addendums #1 through #7  
Resolution #121-11-134453  
Resolution #36-14-141130  
Sun Biz, Laz Florida Parking

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CITY ATTORNEY

## **PROPOSAL, LAZ PARKING FLORIDA**



This vehicle was donated to the City by LAZ Parking of Florida and is emblematic of our cooperation with South Miami.



## **RFP # FN-2014-01** **City of South Miami Parking Management Services**

**LAZ Parking Florida, LLC** | 404 Washington Avenue, Suite 720, Miami Beach, FL 33139  
(305) 913-4882 | [cwalsh@lazparking.com](mailto:cwalsh@lazparking.com) & [lmacedo@lazparking.com](mailto:lmacedo@lazparking.com)  
**Contact:** Christopher Walsh, Regional Vice President | **Alternate Contact:** Luis Macedo, General Manager

**Submission Date: May 16, 2014**



May 16, 2014

City of South Miami, Florida  
6130 Sunset Drive  
South Miami, FL 33143

RE: Letter of Intent

LAZ Florida Parking LLC is pleased to provide our proposal to continue to operate the Parking Management Services program for the City of South Miami. We acknowledge the RFP #FN-2014001 documents, its agenda and commit to perform the work within the specified timelines.

LAZ Parking operates more than 200,000 municipal, transit and government agency parking spaces in the US. In fact, Municipal and Public Service parking (State, County, and Local Government) account for nearly one third of the parking spaces under contract by LAZ. Our diverse, executive team has unrivalled industry knowledge and experience specific to municipalities and government agencies, with active, hands-on parking management experience. Together they have transitioned and managed many of the nation's busiest and most challenging parking operations.

We have answered each item and supplied all of the documentation and backup requested in the RFP. We addressed an additional source of income for the City of South Miami under "*proposed modifications to existing operation*" and are anxious to discuss this opportunity in more detail. We have enjoyed the excellent working relationship we have had with the City of South Miami over these many

years and pledge to continue to work diligently to accomplish the City's vision for the parking operations.

There are two individuals authorized to make representations on behalf of LAZ Parking:

Christopher B. Walsh, Regional VP  
Phone (305) 913-4882  
[cwalsh@lazparking.com](mailto:cwalsh@lazparking.com)

Phil Oropesa, VP Government Services  
Phone (813) 802-9818  
[poropesa@lazparking.com](mailto:poropesa@lazparking.com)

Please contact Phil or me with any initial questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Walsh", written in a cursive style.

Christopher B. Walsh  
Regional Vice-President  
LAZ Parking

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## A. QUALIFICATIONS AND EXPERIENCE

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### 1. Understanding and Approach

LAZ Parking is fully prepared to meet all of the requirements of the RFP and subsequent addenda – and then some. LAZ Parking has been your operator for the last eight (8) years. We know that we have delivered on our contractual promises to the City of South Miami above and beyond what was required. As a company, we are very proud of that record. That's why we know that LAZ Parking deserves to continue being the vendor of choice for the City's parking requirements.

However, since many members of the City Commission and City Administration were with the City when LAZ Parking started our service, let's examine the record.

Thanks to the cooperative environment that has exists between the City, LAZ Parking and Digital Payment Technologies have worked hand in hand to modernize many of the collection systems in place. During our tenure we've worked closely with the Miami-Dade County to vastly improve managerial reporting and accountability for the parking enforcement functions of the program.

We know from our experience in multiple jurisdictions, stability is an important component of government. All too often, that stability proves illusory and jurisdictions can lose sight of the necessary ingredients to provide that stability to their citizens. Unfortunately, that has often been the case in South Miami during our tenure. Our service to the City has had what can only be described as an unprecedented revolving door of the City's top management.

This has been the ultimate true test of LAZ Parking's extensive capabilities because, despite the turmoil, the City has seen parking revenues increasing each and every year. Even more significantly, despite the intense worldwide economic turmoil, the City has seen no increase in operating expenses over the past few years as a direct result of LAZ Parking's deft management. This evidenced success has added much needed income to the City while providing a stable City department that through its performance provides the valuable service of keeping parking spaces available for the public.

During that time, while not necessarily always in agreement with many of the City's parking directives, LAZ Parking's history and proven hands-on track record with the City speaks for itself. LAZ Parking's complete understanding of the City's parking program and directives through successive administrations for the City of Pleasant Living has given us a skill set that can be matched by no other parking company. In fact, the City's parking program is unmatched by any city comparable in size, or for that matter larger in size and have managed to excel under difficult circumstances. Simply, that's why LAZ Parking should remain the City's parking vendor of choice.

Not only has LAZ Parking has been a responsive partner to the City's needs — it has always been our policy to go above and beyond in honoring our contractual relationship. When there was a need for a Parking Department vehicle for the City, LAZ Parking stepped to the table and purchased a GEM Electric Vehicle and agreed to install electric charging stations at no additional cost to the City but the City declined to allow us to proceed with the work.

However, there is an erroneous perception that LAZ Parking somehow benefitted from an overt association with a former high-level department head. Nothing could be further from the truth. In fact, correspondence during the awarding of the last bid indicates otherwise. Please see the attached Exhibit of that correspondence below starting on page 9. Additionally, the only criticism of our professionalism of which we are aware was an incident of writing a ticket during a time period in which we were contractually obligated to write. Of course, in the new contract, LAZ Parking will be happy to modify the hours of operation if the City determines that a change in timing is warranted. As always, LAZ Parking has been and continues to remain dedicated to serving the City of South Miami.

Toward that end, Randall Hilliard, a consultant who chaired Miami Beach's Transportation and Parking Committee for four-and-a-half years, is assisting LAZ Parking with strategic advice and will assist us in negotiating our new contract.

LAZ Parking meets and exceeds the Minimum Qualifications as stated in the RFP.

- LAZ operates various municipal parking programs ranging from systems similar in size and scope to South Miami, all the way up to the third largest on-street municipal parking system in the United States with 4,700 pay stations and issuance of nearly 300,000 parking violations annually.
- LAZ has a Regional Office in Miami Beach, just 12 miles away from the South Miami Operations and is the office of the Regional Vice President, Chris Walsh and his support staff which oversees all LAZ Florida operations.
- Phil Oropesa, VP for Government Services at LAZ Parking has 35 years of on-street parking experience. Phil served as the Deputy Traffic Engineer for the New York City DOT and during his career has personally managed and supervised on-street parking programs for Florida municipalities such as the City of St. Petersburg and Daytona Beach.
- LAZ Parking of Florida, LLC is a business in good standing and has available lines of credit through its parent company LAZ Karp Associates, LLC in the amount of \$17,000,000 US through Wells Fargo.

August 28, 2009

## **COPY OF BID PROTEST LETTER**

Mr. W. Ajibola Balogun  
City Manager  
City of South Miami  
6130 Sunset Drive  
South Miami, FL 33143

RE: Protest BID # FN090303 City of South Miami

Dear Mr. Balogun:

Thank you for your letter of June 22, 2009. We apologize for tardiness of this response as your letter was sent to 1501 Collins Avenue and our offices moved to 777 Brickell some months ago. Subsequently, LAZ has only just now received it via facsimile. We also had some confusion on the date the response was due since your letter stated it was due Friday, August 31, 2009, the 31<sup>st</sup> being Monday. We only received the correct date due today at 3:00 pm.

While we agreed on some of the points during our meeting, we kindly request that we receive written clarification on several items also discussed at our meeting and in our original protest bid letter, however not yet to addressed.

During our meeting we mutually agreed that the City would prepare language to modify the related ordinance. We would appreciate the opportunity for LAZ to review that draft which should include specific language regarding pricing from multiple vendors as well as the ability to for all parties involved to negotiate on a leveled playing field. At the meeting we also requested a copy of the City of South Miami's procurement regulations and have not received a copy to date. Further, we fully understand your argument that the decision process utilized by the city in choosing its Selection Committee Members lies solely within the discretion of the city. Again, we were merely pointing out that there were discrepancies in the RFQ process which should unequivocally invalidate the results.

- We would like clarification on whether the City was aware of previous complaints made by the City of South Miami public works director against LAZ Parking. Also, please describe his qualifications to serve as a capable member of this committee.
- As previously stated in our original protest letter (Number #2) the RFQ lists four qualifications on which bidders were to be evaluated, yet the overall scoring criteria on which the Selection Committee deliberated were different from the four qualifications as stated in the RFQ. The written responses provided in our proposal on the basis of the factors listed were not considered on any of the categories in the evaluation form. We

would like an explanation regarding this inconsistency in the competitive evaluation and selection process.

- The evaluation scoring on several of the selection committee's forms were changed. Since the evaluation forms were not dated and initialed next to corrections, the implication that these modifications could have been made after the fact and in the interest of public perception alone this omission should invalidate the RFQ.
- There were factual errors tabulating the scores on the Selection Committee's evaluation forms. For example, LAZ Parking was rated 3rd by Eddie Berrones and yet listed 1st on his evaluation form. Scoring on Mr. Richard Sobaram scorecard was not correctly tabulated on the Central Parking ranking.
- The oral presentation and interview evaluation awarded the highest points possible in the evaluation to a category which is completely subjective. As a result, points issued on each individual score card varied widely depending on the individual Selection Committee members experience and knowledge regarding the parking industry. A less subjective, highly comparable and overwhelmingly more important criteria, price, was omitted entirely from the evaluation process because it was not called for in the RFQ.
- The evaluation scoring on several of the selection committee's forms were changed. Since the evaluation forms were not dated and initialed next to corrections, the perception that these modifications could have been made after the fact and in the interest of public perception alone this omission should invalidate the RFQ.
- The RFQ required 3 references. Standard Parking only submitted 2 in their packet and should have been disqualified for not meeting the minimum stated requirement. The supplied Reference Form was not complete for Central Parking or Standard Parking, again grounds for disqualification. Ultimately, the form itself did not list the entity name for which the services are provided, not even an indication as to the City or State where the work is being performed. The fact that two of the three submissions were non-compliant, again are indicative of the fundamental flaws in this RFQ process and bolsters our petition for a remedy which is fair and equitable to all involved, a re-issuance of a RFP.
- Category #3 of the Selection committee evaluation form (Previous Experience with Public agencies, especially small municipalities) was scored subjectively and not according to the facts at hand. LAZ currently operates the on-street parking system for the City of South Miami and has diligently served the city for the past 3 years without any contractual issues or concerns. LAZ Parking has increased citation revenue by over 42% in the past 3 years which represents a \$500,000 increase in revenues for the City. While our local hands-on experience and performance in the public interest directly for the City of South Miami should have garnered LAZ the maximum points allowed in this category, only two members of the Selection Committee gave LAZ the appropriate scoring of 10 points.

In summation, while you correctly point out that our overall objective is to be given an opportunity to submit a bid in order to continue to manage and operate the City's parking system, we take exception to the solution proposed. Although you have agreed to recommend

to the city commission that the subject ordinance be modified (to specifically allow all three qualifiers to submit bids), LAZ firmly believes that given the preponderance of faults and irregularities in the current RFQ process (as itemized above) merit a clean re-start for all parties concerned. Therefore, we respectfully decline your request that our protest be held in abeyance until such a time as the subject ordinance is modified and look forward to reviewing the draft ordinance amendment as previously agreed.

## 2. Resumes of Key Corporate Office Personnel

### LAZ Parking

Name & Title	Role	Experience
<p>Alan Lazowski</p> 	<b>Chief Executive Officer</b>	<p>Alan Lazowski is Co-Founder of and President of LAZ/Karp Associates, Inc. He attended the University of Connecticut and has completed work in the Graduate School of Design at Harvard University, specializing in Real Estate Investment Analysis. He is an active member of the National Parking Association and is on the Board of Directors of Homeward Bound Foundation, The Jewish Community Center and the Advisory Board of First National Bank. He is a member of the Advisory Board of the Hartford Downtown Council and the Urban League.</p>
<p>Jeffrey N. Karp</p> 	<b>President and Founder</b>	<p>Jeffrey Karp co-founded LAZ Parking in 1981 while attending Northeastern University. He graduated from Northeastern with a degree in psychology.</p> <p>Jeffrey currently is on the board of directors of the Anti-Defamation League, the Save the Harbor Foundation, Club Pivot USA, and the Tulane University Parents Council. He recently was awarded the 2011 Anti-Defamation League's Torch of Liberty Award. Jeffrey also is a member of the Young Presidents Association, the National Parking Association, and the Northeastern CEO Forum.</p>
<p>Michael Kuziak</p> 	<b>Chief Operating Officer</b>	<p>Michael J. Kuziak is a graduate of the University of Hartford with a B.S. in Finance and Marketing. Mr. Kuziak oversees the Connecticut based parking company including personnel, operations, finance and new business development. He is the primary owner contact for management clients and works closely with property owners to ensure satisfaction with the operation and marketing of each facility. He served on the Board of Directors for Business for Downtown Hartford and serves in an advisory capacity for various other community groups. Mr. Kuziak has been with LAZ Parking since its inception 30 years ago.</p>



Phil Oropesa



**VP,  
Government  
Services**

Phil is based in Atlanta GA and plays a vital role in our Public Private Partnership efforts and serves LAZ Parking's numerous public agency clients. Bringing more than 30 years of municipal expertise to his role, he concentrates his management efforts on parking and traffic demand management. He will be directly responsible for the smooth transition of the CSM facilities and programs should we be awarded this opportunity

During his 15 year career with the City of New York, he served as Deputy Borough Engineer responsible for vehicular and pedestrian safety in the Bronx (population 1.7 Million), and Chief of Research and Development for the DOT Bureau of Parking responsible for 71,000 metered spaces, 13 municipal garages and 111 surface lots with total annual revenues in excess of \$68 Million. After leaving New York, Phil went on to head the Reading Parking Authority in Pennsylvania as Executive Director, where he administered eight Garages, 11 surface lots and the enforcement of 2,000 on-street spaces. He also served as the Parking Manager for the City of St. Petersburg, Florida's fourth largest and fastest growing municipality.

Prior to joining LAZ in 2008, Phil was Director of Central Parking System's Municipal Services Division where he was responsible for the company's national Municipal Services portfolio. A true Parking and Transportation professional, Phil holds Certificates in Traffic Engineering Studies from the City University of New York, Traffic Incident Management from the National Highway Institute, Computer Network Design and Project Management from the American Management Association and Advanced Management Training from the City of New York. Phil currently serves on the International Parking Institute Technology and Intelligent Transportation Systems committees, and has also served on the Florida Parking Association Board of Directors and the Pennsylvania Parking Association.

### **3. Disclosure Statement – Restrictions on Representations**

LAZ Parking acknowledges affirms this statement. "Neither the individual(s) / firm, nor any of his/her/its employees shall be permitted to represent any client before the Commission or any Committee, department or agency of the CSM, and shall agree not to undertake any other private representation which might create a conflict of interest with the CSM. The individual(s) / firm may not represent any Commission member, individually, or, any member of their family or any business in which the Commission member of their family has an interest.

#### 4. LAZ On-Street Management Experience

**At LAZ Parking our experience has taught us there is no substitution for the training of our staff. We have high expectations of our employees and accordingly provide them with the necessary training in order for them to succeed**

All newly hired parking enforcement officers are required to go through a rigorous and thorough training program. The training program has been established in order to ensure continuity and consistency regarding all areas of enforcement. It stresses professionalism, respect, honesty, courtesy; appropriate conduct, duties, responsibilities, knowledge and instruction in general administrative rules and procedures governing the parking enforcement unit. The role of our parking enforcement team, as it relates to parking regulation and enforcement, is to be in compliance with proper techniques and methods relating to the enforcement of parking laws, ordinances, regulations and codes. It also stresses the importance of maintaining a customer friendly attitude while interacting with coworkers and the public. The key here is to remain professional at all times and do not take anything personal.

LAZ Parking is strongly committed to training all enforcement officers to meet the criteria set forth by the City of South Miami and Miami-Dade County parking violations bureau. That is why all employees are required to complete and acquire parking enforcement certification prior to eligibility for employment with LAZ Parking. Our training program continuously offers on site field support to ensure standards set forth in the contract are exceeded. It emphasizes techniques used to increase public awareness and to improve the human relations skills of parking enforcement officers. Effort is made to develop effective interpersonal communication skills for dealing with disgruntle individuals and groups encountered by disgruntle patrons that have received violations.

Miami-Dade county Parking enforcement officers utilize Autocite handhelds and its software for issuance of parking citations and data downloading. Aside from the PVO certification training as it refers to the Autocite handheld and computers with multiple reporting capabilities, LAZ Parking conducts training on all functions of the reporting system administered by the Parking Violations Bureau. This includes full training and education on parking violation provisions such as: How to, Identify special decals and license plate recognition, writing manual citations, County ordinances, Florida statutes, scoff laws, court procedure hearing, etc.

Additional customer service training is provided on site in the field. LAZ Parking takes pride in having our enforcement officers well trained to learn and memorize city layout, decal parking zones, assigned schedules and strategic routes; concise records, reports, declarations, traffic safety laws and citations act in a courteous and effective manner when dealing with the general public and/or irate parking violators.

Our parking enforcement officers are given a copy of the South Miami valet parking agreement wherein provides detailed guidelines and regulations to be followed by the valet operators, to be regulated and enforced accordingly.

In addition LAZ Parking was involved in the first transition and implementation of the parking phase of the newly launched Miami-Dade County Court Notify Subpoena manager system in October, 2007, known throughout Miami-Dade County's justice system as e-Notify. The implementation of this software gave our enforcement officers an opportunity to be part of the first phase of E-notify introducing this benefit to Parking divisions of enforcement agencies. This will ensure prompt notifications for those violators receiving subpoenas and court notification. The e-Notify system enables the Courts to increase enforcement agency attendance, improve efficiencies and accountability across multiple departments, agencies and jurisdictions. LAZ Parking provides additional training for all parking enforcement officers on updating scheduling and personal acknowledgement including execution of electronic court subpoenas

LAZ Parking will provide weekly productivity report with detailed activity reporting, summarizing all work scope detailed meter number and specifics repairs conducted and demonstrating a daily breakdown.

While no two municipal parking operations are exactly alike, we manage many parking programs for various government agencies such as:

### **City of Chicago On-Street System**

Chicago, IL

*LAZ provides 24/7 management of the City of Chicago's on-street parking meter system; one of the largest parking systems in the world and the third largest on-street system in the United States. The City received an up-front payment of \$1.157 Billion for a 75 year concession lease. Because LAZ operates the entire system under management contract for private investors, the efficiency of the equipment and personnel is critical to a successful and profitable operation. The old system consisted of 36,000 outdated, malfunctioning, single space parking meters. LAZ developed and released a detailed RFP to equipment vendors on behalf of the concessionaire then upgraded over 90% of the existing system with 4,200 pay stations in just seven months, the fastest technology upgrade of its kind ever undertaken in the world. The system is now 100% pay station controlled with a system wide average up-time of 99.64% across 4,750 pay stations. LAZ collects and deposits over 10 million dollars each month from the system.*



**Contact:** Dennis Pedrelli – CEO, Chicago Parking Meters

**Phone:** (312) 262-6862

**Email:** [dpedrelli@amigroupllc.com](mailto:dpedrelli@amigroupllc.com)

**Morgan Stanley Infrastructure Partners (AMI Group)  
– Millennium Garages Chicago, IL**

*The first of its kind in the United States, a \$563 million 99 year lease/concession was awarded to LAZ/MSIP in 2007. Complete 24/7 parking facility and marketing management of the largest underground parking system (2.5 million square feet) in the USA. 4 locations underneath the world's largest green roof, the renowned Millennium Park in downtown Chicago, servicing commuter, transient, event, overflow, and sub-tenant patrons to office towers and the millions of visitors to the area. LAZ installed 28 new Credit Card Entry and Exit Pay in Lanes and 48 Pay on Foot Stations, all networked through a T3 backbone to a central location thereby reducing staffing levels and expenses while improving revenues and customer service levels. Upgraded all lighting and ballasts to "green" fittings throughout the garages, saving energy and reducing energy costs. Performed marketing campaigns to dramatically increase transient and monthly contract utilization.*

*Please refer to the website LAZ designed to drive marketing efforts: <http://www.millenniumgarages.com>*

*Captured significant Special Event revenue opportunities by providing event shuttle services to Soldier Field for Chicago Bears games as well as McCormick Place conventions and events.*

**Contact:** Dennis Pedrelli – CEO, AMI Group  
**Phone:** (312) 262-6862  
**Email:** [dpedrelli@amigroupllc.com](mailto:dpedrelli@amigroupllc.com)



PARK HERE. GO ANYWHERE

**Date:** February 2007  
**Revenue Control:**  
DataPark Pay In Lane and  
Pay on Foot  
**Staffing:** 21  
**Spaces:** 9,178  
**Gross Revenues:**  
Withheld upon client's  
request  
**Location:** Chicago's  
underground parking  
system – Michigan  
Avenue & Grant Park

## City of Binghamton Parking Authority, New York

*LAZ Parking manages three garages and one surface lot for the City of Binghamton Parking Authority. Each year, LAZ develops and submits a fixed operating budget for approval by the Authority and have successfully stayed within budget for the past seven years. Our responsibilities include monthly billing, revenue collection and auditing, facility maintenance and snow removal in a snow intensive climate. Our Operations Manager, Carl Petro, has served the City of Binghamton for more than 35 years.*

**Contact:** Anthony Mincolla III, Chairman  
**Phone:** (607) 772-7151  
**Email:** [rross@mbta.com](mailto:rross@mbta.com)



**Date:** December 2007  
**Revenue Control:** 3M  
(Federal APD)  
**Staffing:** 11  
**Spaces:** 2,071  
**Gross Revenues:** Provided  
upon request  
**Location:** 3 Garages & 1  
Surface Lot

## Port Authority of NY and NJ

*LAZ provides 24hr self-park and valet to over 500,000 vehicles per year at Manhattan's 2nd largest public parking facility. LAZ has incorporated automated technology such as reversible lanes, credit card in/out, pay-on-foot, pay-in-lane, cashiering and monthly access card exit, and reducing per-transaction time to less than 10sec. for faster exits, increased customer satisfaction and greater revenue. Stringent management ensures that only 4% of exit transactions are cashiered, while 64% use pay-in-lane and 32% use pay-on-foot, drastically reducing labor expense. Co-developed a branding package which increased transient revenue, implemented preferred parking program to increase monthly revenue.*

**Contact:** Dave Heiser – Manager Commercial Leasing

**Phone:** (212) 435-8316

**Email:** [dheiser@panynj.gov](mailto:dheiser@panynj.gov)



**Date:** December 2005

**Revenue Control:** 3M  
(Federal APD) – Pay in  
Lane, Pay on Foot, Credit  
card in/out, Value Pass,  
LPR

**Staffing:** 8

**Spces:**

**Gross Revenues:** \$9.9  
million

**Location:** 625 8th Avenue,  
New York, NY 10018

## 5. Municipal References

(Additional reference information supplied under C4)

### Norwalk Parking Authority

Contact: Kathryn Hebert – Executive Director, City Hall

Phone: (203) 854-7712

Email: [khebert@norwalkct.org](mailto:khebert@norwalkct.org)

### Harris County Parking Facilities

Contact: Desiree Smith – Contract Administrator / FPM

Phone: (713) 755-4248

Email: [desiree.smith@fpm.hctx.net](mailto:desiree.smith@fpm.hctx.net)

**Port Authority of NY and NJ**

Contact: Dave Heiser – Manager Commercial Leasing

Phone: (212) 435-8316

Email: [dheiser@panynj.gov](mailto:dheiser@panynj.gov)

**City of Binghamton Parking Authority**

Contact: Anthony Mincolla III, Chairman

Phone: (607) 772-7151

Email: [ross@mbta.com](mailto:ross@mbta.com)

**Millennium Garages Chicago, IL**

Contact: Dennis Pedrelli – CEO, AMI Group

Phone: (312) 262-6862

Email: [dpedrelli@amigroupllc.com](mailto:dpedrelli@amigroupllc.com)

**Additional references will be made available upon request.**

**6. Contracts Expired – Not Renewed**

LAZ Parking of Florida LLC has had zero contracts expired – not renewed.

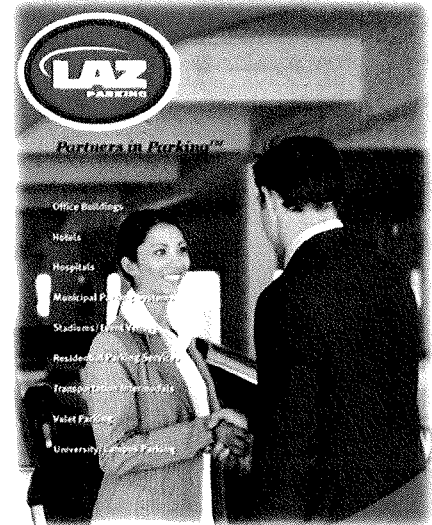


## B. CAPABILITIES AND SKILLS

### 1. Background Information

LAZ Parking was formed in 1981 as a valet parking company servicing the hospitality industry in the New England area. While soliciting to provide valet parking services for the Hilton Hotel in Hartford, LAZ Parking was afforded the opportunity to manage the entire parking operation, which included a 600 space-parking Facility. In our first year operating the facility, we improved the net operating income by 50%. Today that same story resonates in each facility we acquire, always with the same results, increased profitability and better service.

Today, LAZ Parking is a national parking company, headquartered in Hartford, CT, with regional offices in, **Miami**, Atlanta, Boston, Chicago, Dallas, Houston, Los Angeles, New York, Philadelphia, San Diego and Washington, DC. In existence for 30+ years, LAZ Parking now manages over 1,800+ locations in 24 states, 240 cities, and maintains gross revenues in excess of \$575 million annually.



### **PARTNERS IN PARKING™**

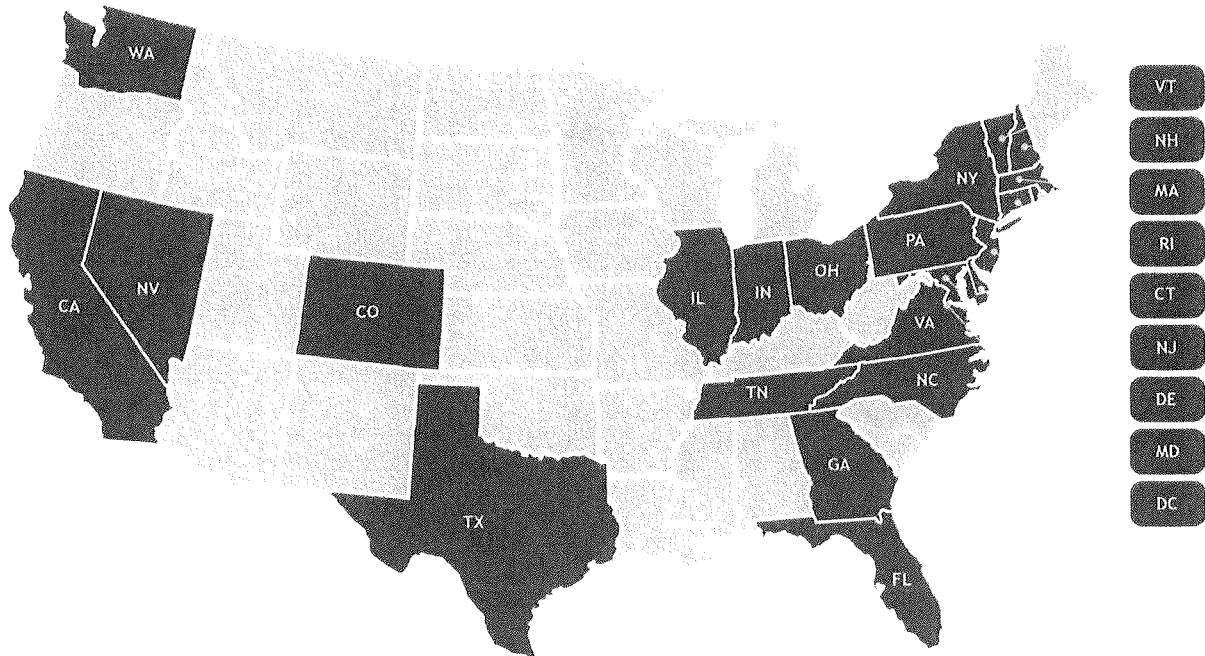
LAZ Parking trademarked this phrase because it best describes the essence of our company. We are not a typical parking management company. We are truly focused on providing the highest level of client and customer service partnered with a custom operating program that is site specific while exceeding the financial expectations of each of our client's parking assets. We are proactive rather than reactive, we are creative not complacent. We foster a working relationship that goes beyond a normal vendor relationship. We become your parking partner. We develop unique and innovative parking solutions to assist in making each parking operation we manage an overwhelming success.

LAZ Parking's portfolio includes: major entertainment/event parking, residential buildings, hotels & resorts, office buildings, mixed-use projects, on-street/municipal parking, shuttle systems, consulting, hospitals and medical complexes, stand-alone facilities, surface lots, valet parking sites, airports and university parking.

LAZ Parking has separate operating divisions around the country;

- ❖ **LAZ Florida Parking, LLC** – Our Florida region consists of over 60 locations in the greater Miami area, Bal Harbour, Clearwater, Daytona Beach, Ft. Lauderdale, Jacksonville, Naples, Orlando, St. Augustine, St. Petersburg and Tampa. Our Florida regional office is located in Miami, with supporting city offices in Jacksonville, Orlando and Tampa.
- ❖ **LAZ Parking, LTD, LLC** – Our corporate headquarters provides services throughout Southern New England including Hartford, New Haven, Bridgeport, Norwalk, and Stamford, Connecticut.
- ❖ **LAZ Parking Limited, LLC** – Our regional office in Boston services Northern New England including Massachusetts, New Hampshire and Rhode Island.
- ❖ **LAZ Parking Georgia LLC** – This region is one of the fastest growing parking companies in the Southeast and encompasses operations in Georgia, Alabama, North Carolina, and South Carolina, with over 100 locations and more than 500 employees.
- ❖ **LAZ Parking Mid-Atlantic, LLC** – This region has over 100 locations and is supported by our city office located in Washington, DC. This region handles operations in the Pennsylvania, Virginia, Maryland, and Washington DC markets. It includes such prestigious accounts as: World Bank and WMATA (Largest Transit Authority in USA)
- ❖ **LAZ Parking New York/New Jersey, LLC** – Our office in Manhattan services Manhattan, Long Island, Westchester County, Rockland County and upstate New York, along with Northern New Jersey.
- ❖ **LAZ Parking Texas, LLC** – Established in June of 2006, this location now operates Victory Park in Dallas, which includes the operations of a W Hotel, along with residential, retail and event venues in Austin, Dallas, Houston, San Antonio and Albuquerque, New Mexico.
- ❖ **LAZ Parking Chicago, LLC** – Our Midwest office is located in the heart of downtown Chicago. LAZ began operations in December of 2006 at four downtown facilities, which comprise over 9,200 parking spaces. This contract represents one of the largest parking systems in the world. The market now includes 15 additional locations, including the largest Hyatt hotel in the United States and the 46,000 space on-street parking system.
- ❖ **LAZ Parking California & Sunset Parking Service, LLC** – Our Western Regional Office is comprised of a partnership with Sunset Parking Service. Sunset has served Southern California since 1981, and operates 165 locations, employs 600 people and has a strong presence in the San Diego, Orange County, and Los Angeles markets.
- ❖ **LAZ Ultimate Parking** – In late 2008, LAZ Parking formed a partnership with hospitality parking professional, Ultimate Parking. This acquisition represents the LAZ Parking commitment to enhanced services and value offered to hospitality clients and guests.

LAZ Ultimate Parking consists of 150 locations and over 750 parking hospitality professionals.



#### MARKET PRESENCE in UNITED STATES

<b>Years in Operation:</b>	31 Years
<b>Number of Locations:</b>	1,800+
<b>Number of Parking Spaces:</b>	725,000+
<b>Annual Revenue Managed:</b>	\$575,000,000+
<b>Number of Employees:</b>	7,000+
<b>States / Cities:</b>	24 / 240
<b>Portfolio Mix:</b>	Managed, Leased and Owned –Class A Office, Municipal (on and off-street), entertainment/event, commercial, hospitality, mixed use, shuttle, valet, medical, campus, airport and surface lots.
<b>Regional Offices:</b>	Hartford (Home Office), <i>Miami</i> , Atlanta, Boston, Chicago, Dallas, Houston, Los Angeles, New York, Philadelphia, San Diego, San Francisco and Washington DC

## 2. Management Structure

LAZ Parking is a national parking company with over 7,300 employees in 24 States, across 240 Cities with major regional offices on the East Coast in New York, Boston, Philadelphia, Chicago, Washington, D.C., Atlanta, Dallas, Houston and Miami and on the West Coast in Los Angeles, San Diego and San Francisco.

LAZ Parking was established in 1981 as a valet parking company in Hartford Connecticut and from its humble beginnings grew organically throughout the Northeast US. In the fall of 2007, LAZ Parking combined forces with Europe's top parking operator, VINCI Park, in a transaction that resulted in a significant investment by VINCI in LAZ. This transaction represented a mutual growth strategy, allowing LAZ to continue its U.S. expansion and allowing VINCI to add the United States to its international portfolio supported by LAZ's top-quality management and successful track record of significant growth. Subsequently, through a mix of acquisitions and continued organic growth, from its modest beginnings LAZ is now the second largest parking management and solutions provider in the United States.

LAZ Parking's portfolio includes major off-street and on-street municipal parking systems, sports venues/ entertainment/event parking, residential buildings, hotels and resorts, office building, mixed-use projects, hospitals and medical complexes, airports, university parking, and valet-oriented parking specifically for high end restaurants and world class hotels.

LAZ is the first and only parking operator in the United States to have successfully completed privatization of the parking assets of a first tier U.S. city, Chicago, IL. LAZ, together with its financial partner Morgan Stanley Infrastructure Partners ("MSIP"), entered into long-term parking concession lease agreements with the City of Chicago with up-front concession values of \$563 million 99 year lease/concession of Chicago Downtown Public Parking System at Millennium Park consisting of four underground garages totaling 9,178 parking spaces and \$1.15 billion 75 year lease/concession of Chicago On-street Metered Parking System with over 36,000 spaces. In all, nearly one third of the parking spaces under LAZ management are public agency spaces (State, County and Municipal). Additionally, in 2012, LAZ partnered with QIC Infrastructure in a \$483 million Public Private Partnership transaction for the long term lease of The Ohio State University parking system.

LAZ Parking operates through regional offices headed by officers of the company. Through these offices, LAZ Parking offers its clients the resources of a large company but with the attention and responsiveness more typical of a local company.



### 3. Proposers Qualifications

LAZ Parking is extremely qualified to retain the management of the South Miami contract by virtue of our experience with this account, the local market and numerous other municipal operations around the country. In fact, Municipal and Public Service parking (State, County, and Local Government) account for nearly one third of the parking spaces under contract by LAZ. Our diverse, executive team has unrivalled industry knowledge and experience specific to municipalities and government agencies, with active, hands-on parking management experience. Together they have transitioned and managed many of the nation's busiest and most challenging parking operations.

**Specific Municipal Parking Experience**

LAZ Parking operates more than 200,000 municipal, transit and government agency parking spaces in the US. Following is a sample table along with references of some of LAZ Parking's public sector clients:

<b>Government Agency &amp; Municipal Clients</b>	
<b>Client</b>	<b># of Spaces</b>
Washington Metro Area Transit Authority (DC)	59,000
City of Chicago Meters System (IL)	37,000
The Ohio State University (OH)	36,000
Massachusetts Bay Transportation Authority (MA)	25,037
Metro North Railroad (NY)	13,535
City of Chicago Millennium Park Garages (IL)	9,127
Harris County (TX)	4,071
San Francisco Municipal Transportation Agency (SFMTA)	4,047
Norwalk Parking Authority (CT)	4,000
City of Syracuse (NY)	2,600
Schenectady Redevelopment Authority (NY)	2,200
Metropolitan Transportation Authority (NY)	2,100
City of Binghamton (NY)	2,071
City of South Miami (FL)	1,375
City of Walnut Creek (CA)	1,292
Port Authority of New York (NY)	1,250
City of Daytona Beach (FL)	1,080
City of Berkeley (CA)	957
University of Miami (FL)	750
Village of Bal Harbour (FL)	400
State of California, State Parks	350
Town of Surfside (FL)	80
<b>U.S. Total Spaces</b>	<b>208,322</b>

#### 4. Qualifications of On-Site Management

Below please find the resume of our on-site manager, Mr. Carlos Marengo. He has been the hands on manager for the City of South Miami parking contract for the last three years and for three years prior as an enforcement officer. Under his direction the City has seen improvements in revenue and customer service.

**Carlos Marengo**  
**325 NW 72 Avenue #211**  
**Miami, FL 33126**  
[cmarengo@lazparking.com](mailto:cmarengo@lazparking.com)  
**786-367-7726**

##### **Qualifications**

Knowledge of the City of South Miami and the South Florida area as it relates to the implementation and practice of parking enforcement policies. Ability to teach and mentor new Parking Enforcement Officers on required job duties such as defending issued infractions in court proceedings, resolving complaints, and avoiding and managing on the job confrontations with irate citizens. Excellent customer service skills and effective communication in English and Spanish.

##### **Experience**

Project Manager ▪ 2011 - Present

LAZ Parking ▪ City of South Miami

Supervise and schedule a crew of 4 Parking Enforcement Officers and 2 Maintenance Mechanics. Liaison with City Management Staff on all parking enforcement and parking meter maintenance issues. Manage Citation Issuance System and run required reports.

Parking Enforcement Officer ▪ 2008 - 2011

LAZ Parking ▪ City of South Miami

Investigation and issuance of municipal parking violations within business and residential

Issuing citations for parking infractions and meter violations

Addressing parking concerns with police department

Responsible for meter collections and coordinating repair for broken meters

Crew Chief ▪ 2007- 2008

FL Building Engineering and Land Surveying, Hialeah, FL

Conducting high quality commercial and residential land surveying

Worked with engineering, architecture and legal staff for land surveying to protect property rights

Documenting field observation parties and establishing boundary-lines

##### **Education**

U.S. International Christian Academy, Miami, FL - High School Diploma

Miami-Dade College, Miami, Florida - Parking Enforcement Certification 2008

##### **Skills**

- Fully bilingual
- MS Windows and Office – Enforcement Technology Software

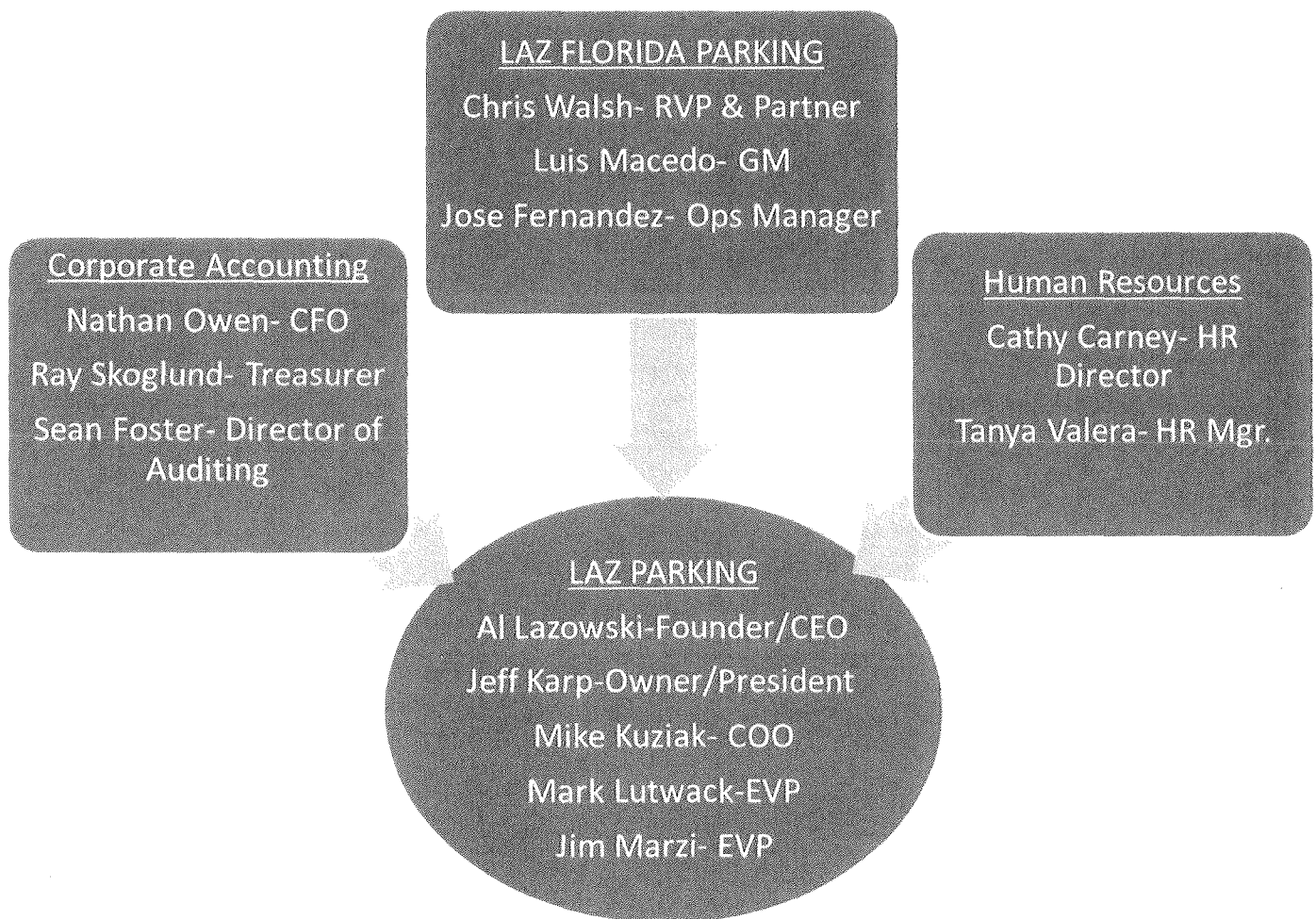
## **5. Proposers Financial Stability**

Our strong balance sheet – the strongest in the industry - will give you, our client peace of mind. As your parking partner we would be willing to invest in new systems and capital expenditures in the parking operation for the City of South Miami so that it would not be required to use their own budget funds. LAZ Parking has the backing and financial strength of LAZ Karp Associates, LLC, one of the largest parking companies in the US, as well as LAZ Parking's 50% owner VINCI - VINCI Park. VINCI is a worldwide conglomerate made up of over 3,000 companies, traded on the European Stock Exchange and managing over 20 billion dollars in revenue and services each year.



## 6. Organizational Chart – Staffing Schedule

We have provided an organizational chart of the Florida operations which will support our manager who will oversee the property. The 3 key individuals located in Miami have all been employed with LAZ Parking since 2006 and have over 50 years of parking experience.



The staffing schedule for the City of South Miami is as follows:

**City of South Miami  
Parking Enforcement Schedule**

Name	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Total
CARLOS	9-5PM	9-5PM	9-5PM	9-5PM	9-5PM	OFF	OFF	40
DAVID	OFF	4-12AM	9-5PM	4-12AM	6-2AM	6-2AM	OFF	40
JOSVEL	9-5PM	9-5PM	OFF	OFF	12-8PM	9-5PM	9-5PM	40
JESUS	OFF	OFF	5-12AM	OFF	6-12AM	3-11PM	OFF	21
MICHAEL	5-12AM	OFF	OFF	9-4PM	9-1PM	OFF	5-12AM	25

**7. Employee Compensation Package**

LAZ Parking pays its employees based on experience and provides raises based on quality of work (merit). Our enforcement and maintenance personnel are paid wages in the \$11.00 to \$13.00 per hour range and a manager in the range of \$18.00 to \$25.00. LAZ Parking provides comprehensive benefits for all full-time team members that elect to enroll. Below we have provided a detailed chart indicating our benefit program.

**LAZ Parking Benefit Summary**

BENEFIT	SERVICE	DESCRIPTION	SALARY	HOURLY
Medical Insurance	90 calendar days	Bi-weekly contribution by employee.	X X	X X
Dental Insurance	90 Calendar days	Bi-weeekly contribution by employee.	X X	X X
Life Insurance	90 calendar days	Bi-weeekly contribution by employee.	X	X

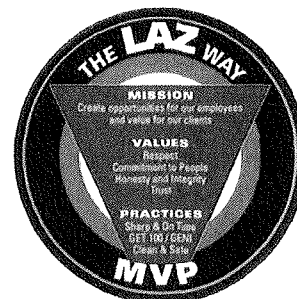
<b>BENEFIT</b>	<b>SERVICE</b>	<b>DESCRIPTION</b>	<b>SALARY</b>	<b>HOURLY</b>
<b>Vacation</b>	1 year	1 week paid vacation	X	X
	3 years	2 weeks paid vacation	X	X
	5 years	3 weeks paid vacation	X	
<b>Paid Sick Leave</b>	1 year	2 days per year	X	X
	3 years	3 days per year	X	X
<b>Paid Holidays</b>	90 calendar days	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day	X	X
<b>Personal Leave</b>	1 year	1 day per year	X	X
	3 years	2 days per year	X	X
	5 years	3 days per year	X	X
<b>Emergency Leave</b>	90 calendar days	3 days off with pay in the event of death of immediate blood relative	X	X
<b>Medical Leave</b>	1 year	Up to 12 weeks recuperative leave of absence	X	X
<b>Military Leave</b>	1 year	On a case by case basis	X	X
<b>Jury Leave</b>	90 calendar days	Time off granted, and jury pay supplemented to equal normal earnings	X	X

BENEFIT	SERVICE	DESCRIPTION	SALARY	HOURLY
<b>Military Re-hire</b>	90 calendar days	Employee re-hired in the event of active duty or reserve component call-up	X	X
<b>Tuition Reimbursement</b>	1 year	Employee reimbursed cost of tuition & fees for approved study	X	X
<b>401(k) Plan</b>	1 year	50% Company Matching Funds up to 5% of employee salary invested. Vesting is on a basis of yearly employment with the company.	X	X

## 8. Hiring Procedures and Employee Training Programs

### Personnel Policies and Practices

LAZ Parking has a comprehensive pre-employment screening program in place to ensure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process.



### Background Checks

All candidates for employment, prior to receiving an employment offer, must successfully pass a criminal background check. All candidates must also pass a pre-employment drug test.

#### ■ Criminal Background Checks

LAZ Parking utilizes the services of *APD Background Information Services, Inc.*, to perform background checks (including 7 year criminal record searches, credit history and motor vehicle record searches) on all prospective entry-level and management candidates.

### ■ Pre-employment Drug Tests

Pre-employment drug testing is required of all candidates for employment at this location. We administer similar drug screening tests at all managed locations in which the client requests that we do.

### Screening Reduces Turnover and Improves Customer Relations

Our hiring and pre-screening process helps us retain qualified employees for the long-term, which, in addition to reducing turnover costs, gives our clients and parking customers the opportunity to establish the personal relationships and trust that facilitates a successful and profitable parking operation.

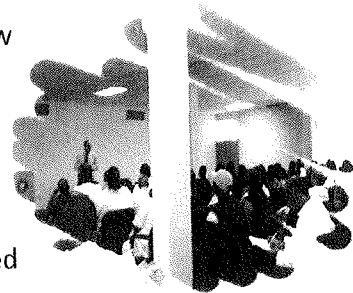
### Initial Employment

All persons hired to work, full or part-time, become employees of LAZ, are required to conform to the rules and regulations of LAZ, and are expected to perform their duties in the best interests of LAZ and its customers. The Human Resources Department performs a criminal background check for all new hires and follows the guidelines set forth by state and local government. All new hires participate in LAZ Parking's orientation program, which educates them on company policies, procedures, ethical obligations, and employee benefits. Federal laws require that every employee must show proof of citizenship or a right-to-work document.

At the start of employment, each employee is on probation for a period of 90 days, during which time the employee's performance, attendance, job skills, and attitude is carefully evaluated. If at any time during the probation period, the new employee fails to meet the requirements specified for the job, the employee may be terminated or offered another assignment. Because LAZ believes that first impressions are lasting impressions, and because LAZ understands that people make the key difference in the service sector, LAZ has developed a four-part training program in which all employees participate.

### Classroom Training

LAZ Parking's basic instructional program introduces each new employee to the fundamentals of parking. A comprehensive cashier/ambassador/maintenance training guide educates employees on guest/customer relations, vehicle handling, facility appearance standards, job performance techniques, and problem solving. LAZ Parking requires a minimum of 12 classroom hours of basic training before employees are permitted to start location specific duties.



- Most importantly, all new employees are introduced to LAZ Parking's "Recipe for Success": Trust, Dependability, Positive Attitude, Teamwork, and the Ability to Learn. Here, the employees are taught the 5 building blocks of success and how to utilize these qualities during employment with LAZ. At the front-line employee level, this translates into providing high quality service, creating a positive attitude, and solving

problems for the customer. Employees are encouraged to show initiative and to make common sense decisions in order to address specific needs of the customer. Our aim is to impress our customers with the fact that our employees are empowered to help them--and exemplary performances by employees in these categories are acknowledged and/or rewarded. An employee who perceives his role as a "processor" rather than as a problem-solver, and who demonstrates any trace of "it's not my job-ism" will be negatively reviewed (and will be warned that failure to address that attitude problem will be the basis for termination).

- **Mentor Shadowing:** New employees are scheduled to work with an employee in the same job category 16 to 32 hours, based on manager and mentor evaluations. During the mentor shadowing process, the mentor reviews all important procedures within the specific job duty training guide. This important step assists new employees in adjusting to the specific work environment, and gives the new employee an example of acceptable work habits and teamwork. Mentors are chosen from the field of veteran employees based on their performance.

#### **Employee Training & Company Policies**

LAZ Parking believes that first impressions are lasting impressions. We believe people make the key difference in the service sector and have developed the following training - intensive program to help develop our employees into the best in the industry. All new employees have a training session with either their manager or the General Manager to go over important aspects of the job, i.e. uniform policy, review process, pay scales, policies and procedures on missed days, etc., and customer relations.

New employees will be involved with the following training programs:

- THE LAZ WAY: Our philosophy and our goals.
- PARKOLOGY 101-102
- CSR TRAINING
- CSM (goals and expectations)
- Company Policies and Procedures: Review the standard operating procedure handbook.
- Benefits
- Training: We will review the different types of available training which include classroom, field operations, safety and customer service to name a few.



Our training starts with our hiring practices because we have developed hiring techniques which lead us to selecting the best qualified personnel for the available positions. All levels of employees continuously receive training in areas such as customer service, new technology, and self-improvement.

- Employees are paired up with seasoned employees
- Executive management involvement
- Classroom and seminar
- Training manuals
- Additional education courses
- All levels of employees continuously receive training in areas such as customer service, new technology, and self-improvement.

**Post-Employment Education:** LAZ Parking also has a "Post Employment Education" program which instructs line level employees and managers on developing skills necessary for advancement within the company. Formal classroom setting courses are offered, and employees must accumulate course credits in order to be considered for promotion.

### LAZ Parking Policies

LAZ Parking prides itself on our employee policy and procedures. Below is a short outline from our Employee Handbook. A copy of our handbook may be provided upon request.

Employment Policies	Personnel Policies
Equal Opportunity Harassment, Sexual Harassment & Discrimination Workplace Threats & Violence Policy Your Personnel Records Introductory Period Job Performance Promotions and Transfers	Safety Emergency Procedures Accidents Substance Abuse Drug Testing Solicitation and Distribution Smoking Tips and Gratuities Cash & Money Handling Procedures Dress Code Personal Appearance Personal Visits, Telephone Calls and Mail Computers, Electronic Mail and Internet Voice Mail Security Internet
Work Schedule and Pay Practices	General Rules of Conduct
Work Schedule Meal and Break Periods Time Records Attendance and Punctuality	Overview Disciplinary Policy Voluntary Termination Confidentiality Policy

Great attitudes, quick smiles, and enthusiastic responses are what needed in accomplishing our target goal of excellence in customer service that is stressed in our training sessions. We empower our employees to share their smiles and eagerness to assist patrons by providing them with maps of the local area restaurants, highways and hotels for distribution to

customers. We supply stickers, lollipops or candy to give to those individuals that seem to need a smile. Many of these programs are very cost efficient, easily managed and immensely enjoyed by customers and employees as well. LAZ Parking is dedicated to integrity, growth, professionalism, value, leadership and to providing quality service to customers and clients.

### **Web Training**

LAZ Parking conducts daily and weekly web-based training sessions throughout the country to achieve employee training compliance and operational excellence. From basic mathematics to technical equipment repair and maintenance, the dedicated LAZ Parking training team performs structured “webinars” to ensure a consistent workforce. In the Miami market, Korin Adamites is the regional human resource and training manager.

### **Employee Retention**

During the employee screening process, LAZ Parking tries to identify any employee who may have the potential to leave prematurely or who may pose a termination risk. As a whole, LAZ Parking’s turnover ratio is the lowest in the parking industry. LAZ employees stay with the company an average of 7 years. Our ability to retain employees is a function of (i) maintaining a positive and supportive work environment; (ii) providing qualified employee’s meaningful career advancement opportunities; and (iii) providing a quality benefits program. We believe in taking care of our employees to the best of our ability.



### **Employee Evaluation**

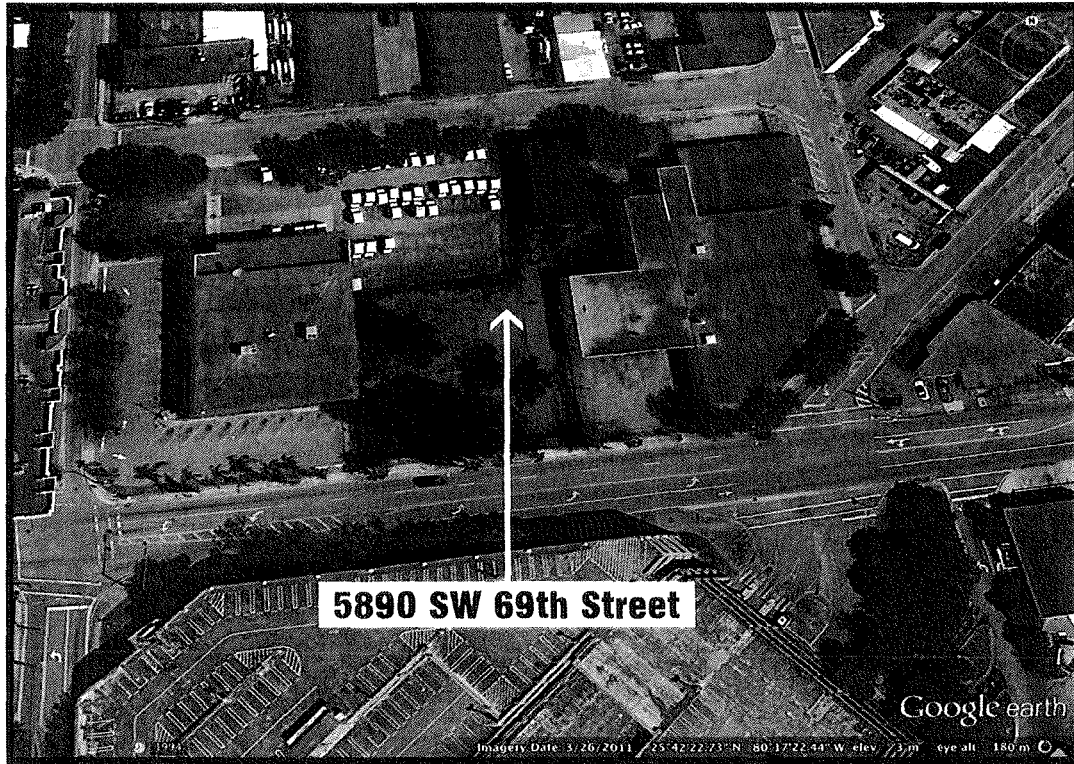
LAZ Parking is 100% committed to creating opportunities for our employee. We hire only the best candidates train extensively, and demand nothing short of excellence from each team member. In concert with our demanding expectations, we maintain a regimented program designed to evaluate the performance of our team. Below is a brief overview of our evaluation program:

- **Initial Feedback** - An employee's first 10 days are carefully monitored by the Management team. The employee is shown an initial review, which addresses work habits, appearance, paperwork, customer contact and on-the-job performance.
- **90-day Performance Appraisal** - All new employees are given a comprehensive evaluation after 90 days.
- **Six Month Appraisal** - LAZ Parking believes in consistent evaluation of employees. If standards are not established and communicated, an employee cannot be expected to meet those standards. The Company's managers are trained to give effective reviews and let the employee know where he or she stands with LAZ Parking.
- **Annual Review** - Once the employee passes the 90-day and six month review periods, he or she is reviewed annually. A written evaluation is done during this process. LAZ Parking makes every possible effort to identify, screen and hire the best employees.



Because of these efforts our customer service excels, our employee turnover is the lowest in the parking industry and our bottom line profits benefit.

## 9. Proposed Modifications to Existing Operation



The parcel of land shown above was used as a tow storage lot many years ago. LAZ Parking envisions using this lot once again for the same purpose. The City would receive value by: a lease with a licensed towing operator; an administrative fee, per tow, from the towing company, better control of its uncollected parking tickets and residential permit violator's tickets. LAZ Parking would be authorized to contact the towing operator for violators of the Miami-Dade Scoff Law. While the City does get its percentage of money from any parking fees it is owed, currently, the City of Coral Gables gets the revenue from all the tows. By using the LPR technology outlined in Section 10 on the following page, we will be able to instantly identify habitual parking violators and deal with collections within the scope of authority provided by the City of South Miami.

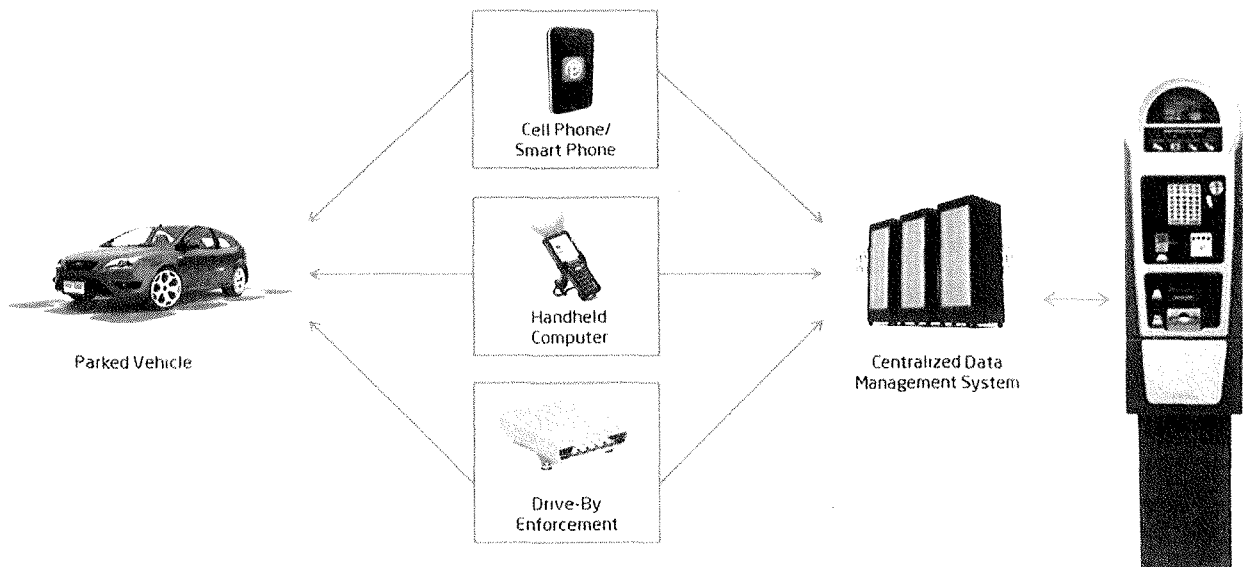
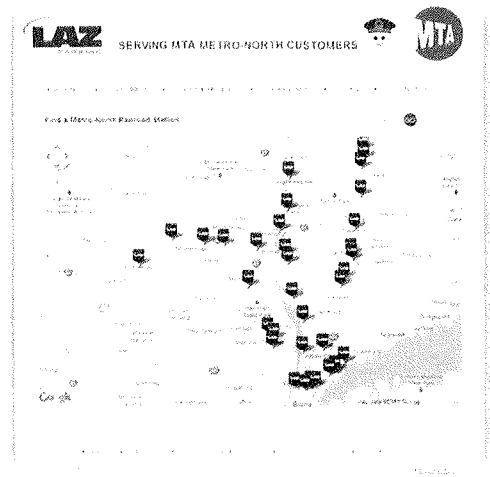
## 10. Advanced Technology Recommendations

### License Plate Recognition (LPR)

License Plate Recognition automates the entering of license plate data through the use of special cameras and software. Many law enforcement agencies utilize vehicle mounted LPR systems on police cruisers to automatically scan for scofflaws, stolen vehicles and other uses such as Amber Alerts. When integrated with parking equipment and parking enforcement functions, LPR significantly improves productivity and extends patrol routes and frequency.

LAZ was on one of the first parking companies to deploy LPR in its day to day operations at Metro North Rail Road where we monitor and enforce 14,000 spaces daily across several commuter parking lots along a hundreds of miles long rail line. Prior to implementing LPR, the parking lots at Metro North Railroad were patrolled and enforced on an alternating day schedule because of the large number of spaces and the distances between the lots. With LPR the all of the lots are patrolled daily and sometimes twice a day as the LPR system reads all of the plates in the lot and matches them against the permit and pay station databases on the fly as the enforcement office drives up and down the aisles. The system alerts the officer when a vehicle is in violation automatically in all weather conditions. When combined with new generation meters and payment by cellphone technology LPR can multiply a parking system's efficiency and revenue generating potential. Most recently, LAZ Parking has deployed LPR Permitting and Enforcement solutions at the 36,000 spaces Ohio State University Campus that includes integration with Digital Payment Technologies – the same on-street equipment used in South Miami. We envision the next advancement for the parking program in South Miami will be the installation of a vehicle mounted LPR solution.

<http://www.rrparking.com/>



## 12. Special Amenities and Programs

We believe that LAZ Parking is an exceptional partner for the City of South Miami in this strategic initiative. We are poised in our ability to analyse increasing market share and volume which equates to increased profitability for the City. With years of experience and proven expertise, LAZ Parking is a step above all of our competition in our ability to find new revenue streams. The marketing plan that is presented in this section will demonstrate how LAZ Parking will give the City of South Miami a distinct competitive advantage in the parking market.

### Social Media Marketing

Since their introduction, social network sites (SNSs) such as Twitter, Facebook, YouTube, and LinkedIn have attracted millions of users, many of whom have integrated these sites into their daily practices. At this time, there are hundreds, maybe thousands, of SNSs, with a plethora of technological advantages, focusing a wide range of interests and practices. While their key technological features are fairly consistent, the cultures that emerge around SNSs are varied.

Most sites help strangers connect based on shared interests, political views, or activities. Some sites cater to diverse audiences. Sites also vary in the extent to which they incorporate new information and communication tools, such as mobile connectivity, blogging, and photo/video-sharing.

### 2012 Online Coupon Results for Boston rollout:

LAZ Parking has successfully implemented the use of online coupons at locations throughout the country. The following is the story of our Boston rollout. We propose to implement a similar program for the City of South Miami. All offers are exclusively online, and customers must print the coupons prior to use, which means customers are actively searching for us prior to parking. We are able to track and measure customers' behavior online and can cater deals to customers based on prior habits and use. We also have the opportunity to advertise marketing programs and promotions online, and cater our coupons towards slow times in the garages so as to not cannibalize business during peak hours

Garage	Coupon Details	Click Count
100 High Street	Early Bird Coupon Booklet: 10 Early Bird Coupons for \$200	449 clicks
126 Dartmouth Street	\$8 overnight parking (out by 7am)	439 clicks
126 Dartmouth Street	Any 3 hours \$18; Any 6 hours \$21; Any 24 hours \$27; nights and weekends \$12	108 clicks (July-December)
Back Bay Garage	Nights (5pm-7am) and weekends (up to 12 hours): \$8	3,520
CBD Garage (170 Centre Street in Malden)		168
Center Plaza Garage	Any 3 hours \$16; Any 6 hours \$20; Any 24 hours \$30; Evenings and weekends \$9	1,816 (April-December)
Copley Place	Any 3 hours \$18; Any 6 hours \$21;	567 (July-December)

	Any 24 hours \$27; Nights and weekends \$12	
Dartmouth Gardens	25% off monthly parking with a hybrid vehicle	168
Dartmouth Garage	25% off monthly parking with a hybrid vehicle	268

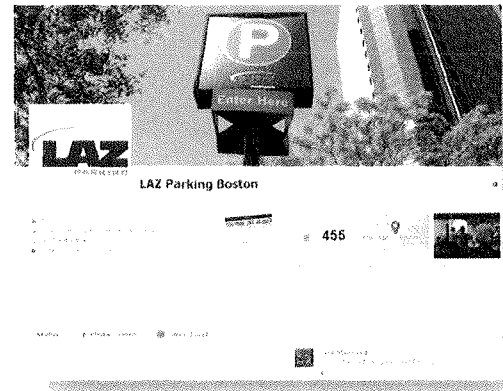
#### Daily Deal Websites:

LAZ has had success with daily/weekly deal sites that allow users to experience quality restaurants, spas, events, shows, salons, etc. at discounted prices. Using these extraordinarily popular sites allows us to reach a wide audience of NEW customers, that we can communicate exclusive deals to during off-peak months when we won't cannibalize existing revenue. As marketing is all about developing a habit, we can cater these deals to keep customers coming back by offering week-, month-, or year-long deals with fine print that entices customers to come back AFTER the deal is over. Below demonstrates the revenue we have brought in from two small-scale week-long deals in the past:

	# Parkers	Revenue
Boston.com	77	\$6,927.75
Gilt City	46	\$7,417.50

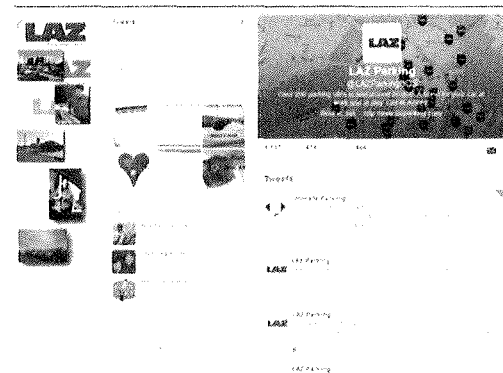
#### Facebook

Facebook is a social networking service with over one billion active users, more than half of whom use the site on their mobile device. Users and brands alike exchange personal and public messages with friends and brands, create and plan events, and advertise and redeem offers. Users can also create and join interest groups and "like" pages, many of which are maintained by organizations as a means of advertising events, discounts, and programs.



#### Twitter

Twitter is a social networking and microblogging service, which enables its users to send and read other user messages of up to 140 characters called "tweets". All users can send and receive tweets via the Twitter website, compatible external applications (such as smartphones), or by Short Message Service (SMS) available in certain countries. Twitter is a great tool for conversations, building community, finding brand advocates and reading the latest news. That's why celebrities, athletes, and your competitors are



on Twitter. The service rapidly gained popularity worldwide, with over 500 million registered users as of 2012, over 340 million tweets daily, and over 1.6 billion searches per day.

#### **Social Media as a Marketing Tool:**

Social media should be an integral part of every marketing and public relations program. We are focusing on one particular school of thought: **Listen, Engage, Educate, and Communicate**. These elements have many layers.

LAZ Parking begins with a comprehensive analysis of our competitors, and social media sites that impact our industry and brand. The purpose is to identify the key influencers, listen to and analyze what they are saying about a client and its top competitors and develop a social media strategy to support business goals.

#### **Social Media Website Integration**

All social media channels will be integrated into the microsite. The first step would be a complete transformation in the design and strategy of the business page for media sites like Facebook and Twitter. Cross-promotion is built into the social media strategy to amplify messages through other social networks. Our initial focus with the use of social media would be:

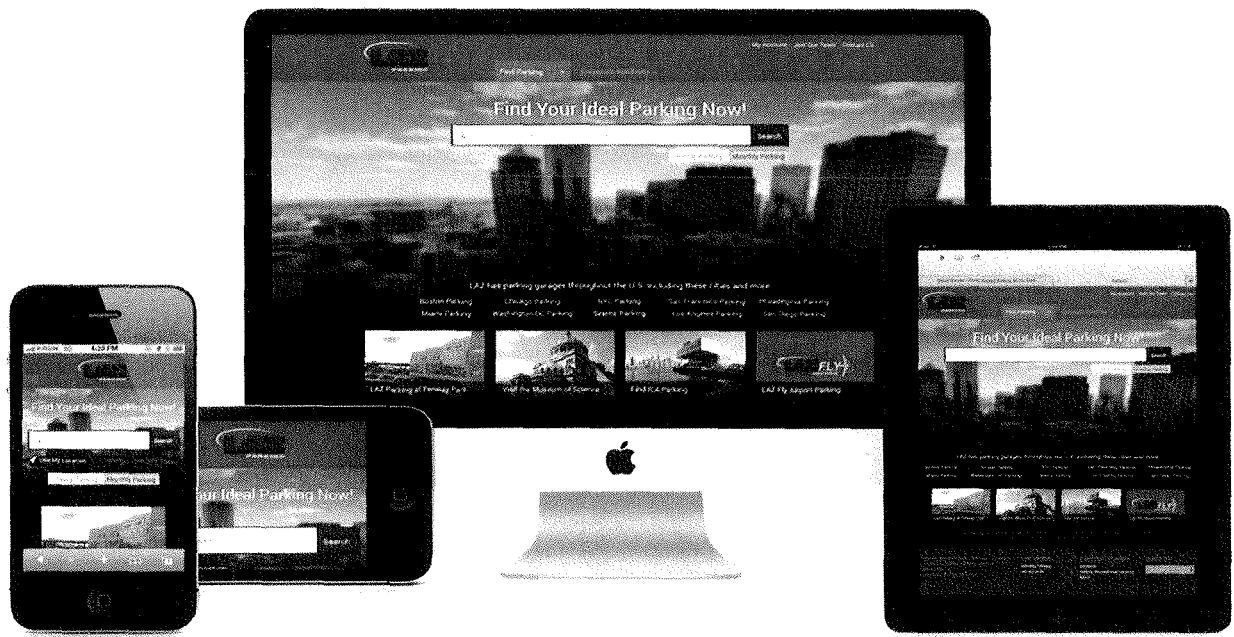
- **Creating a new, large 'Wall Image' for the City of South Miami parking portfolio"**
- **A Welcome Tab for first time visitors with an offer/discount for "liking" the page**
- **A Custom Reveal Tab that asks for the opt-in, optional second deal at this level**
- **Continuous promotional offers to generate new leads promoted using Facebook Ads, Deals, Places and Custom tabs**

## Technology

There are a multitude of reasons why LAZ Parking is the nation's fastest growing parking company. For years LAZ has been the leader in parking automation technology, providing simpler payment options for consumers and easing the stress of parking through the use of innovative new technologies.

In recent years LAZ has developed an even greater focus on using technology to improve the parking experience. Our CEO and Partners have dedicated full time, senior personnel to "Innovations" and instituted an Innovation Committee made up of Partners, management and senior IT personnel. Together, the Innovations Department and the Innovations Committee continue to develop and push forward cutting edge technologies that improve customer experience and drive greater efficiencies in our clients' operations.

## LAZ Online Reservation System



**Find and pay for parking right from your phone.**

LAZ Parking has built a proprietary powerful parking reservation system that allows parkers to search, view and pay for parking online, via phone, tablet or desktop.

### **13.Subcontracting**

LAZ Parking will not use subcontractors in the performance of its required duties under this RFP.



## C. REQUIRED DOCUMENTATION

### 1. State of Florida Authorization from Secretary of State

#### *State of Florida Department of State*

I certify from the records of this office that LAZ FLORIDA PARKING, LLC, is a limited liability company organized under the laws of the State of Florida filed on October 2, 2007.

The document number of this company is 107000100284.

I further certify that said company has paid all fees due this office through December 31, 2013, that its most recent annual report was filed on March 5, 2013, and its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of July, 2013.*



*Ken Detjen*  
*Secretary of State*

Authentication ID: CL6856454737

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://file.sosfl.us/certificate.html>

## **2. Florida Contractor's License**

**No Contractor's License is required by the State of Florida to perform the parking services required under this RFP**

### 3. LAZ Parking Organizational Chart

This information is also listed under Capability and Skill Item G



#### 4. Reference List of Clients

##### **Norwalk Parking Authority**

Contact: Kathryn Hebert – Executive Director, City Hall

Phone: (203) 854-7712

Email: [khebert@norwalkct.org](mailto:khebert@norwalkct.org)

##### **Harris County Parking Facilities**

Contact: Desiree Smith – Contract Administrator / FPM

Phone: (713) 755-4248

Email: [desiree.smith@fpm.hctx.net](mailto:desiree.smith@fpm.hctx.net)

##### **Port Authority of NY and NJ**

Contact: Dave Heiser – Manager Commercial Leasing

Phone: (212) 435-8316

Email: [dheiser@panynj.gov](mailto:dheiser@panynj.gov)

##### **City of Binghamton Parking Authority**

Contact: Anthony Mincolla III, Chairman

Phone: (607) 772-7151

Email: [ross@mbta.com](mailto:ross@mbta.com)

##### **Chicago On-street Meter System & Millennium Garages Chicago, IL**

Contact: Dennis Pedrelli – CEO, AMI Group

Phone: (312) 262-6862

Email: [dpedrelli@amigroupllc.com](mailto:dpedrelli@amigroupllc.com)

##### **The Ohio State University**

Contact: Sarah Blouch – President, CampusParc

Phone: (614) 206-0774

Email: [sblouch@campusparc.com](mailto:sblouch@campusparc.com)

## 5. Public Entity Crimes and Conflicts of Interest

## **PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST**

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor/contractor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, Subcontractor, or Vendor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor/contractor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or it's agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),

### **FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of South Miami, Florida

[print name of the public entity]

By: Christopher B. Walsh, Regional Vice-President

For: LAZ Florida Parking LLC

LAZ Florida Parking LLC

whose business address is 404 Washington Avenue Suite 720

Miami Beach, FL 33139

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-11726679 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other

state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - (a) A predecessor or successor of a person convicted of a public entity crime; or
  - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]  
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.  
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent

proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor/contractor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christa Wahl  
[signature]

Sworn to and subscribed before me this

15<sup>th</sup> day of May, 20 14

Personally known or

Produced identification

Fla. I.D.

(Type of identification)

Notary Public – State of

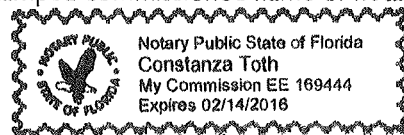
Constanza Toth

My commission expires

2/14/16

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)





## 6. Drug Free Workplace

## **DRUG FREE WORKPLACE**

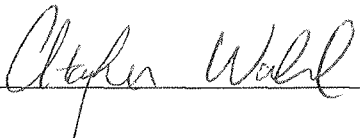
Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor/contractor have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S

Signature:



Print Name:

Christopher B. Walsh

Date:

May 16, 2014

**7. No Conflict of Interest / Non Collusion Affidavit**

## **NO CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION**

Submitted this 16th day of May, 2014

The undersigned, as Bidder/Proposer, declares that the only persons interested in this RFP are named herein; that no other person has any interest in this RFP or in the Contract to which this RFP pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Bidder/Proposer agrees if this response/submission is accepted, to execute an appropriate CSM document for the purpose of establishing a formal contractual relationship between the Bidder/Proposer and the CSM, for the performance of all requirements to which the response/submission pertains.

The Bidder/Proposer states that this response is based upon the documents identified by the following number: Bid/RFP

The full-names and residences of persons and firms interested in the foregoing bid/proposal, as principals, are as follows:

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this response/submission complies with section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the CSM has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the response/submission pertains.

Signature:

Christopher Walsh

Printed Name:

Christopher B. Walsh

Title:

Regional Vice-President

Telephone:

305.913.4882

Company Name: LAZ Florida Parking LLC

NOTARY PUBLIC:

STATE OF

Florida

COUNTY OF

Miami-Dade

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2014 by Christopher B. Walsh (name of person whose signature is being notarized) who is

Personally known to me, or

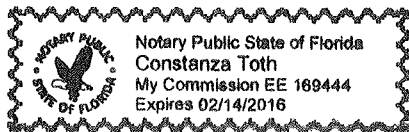
Personal identification:

FLA ID.

Type of Identification Produced

☒ Did take an oath, or

☐ Did Not take an oath.



SEAL

Constanza Toth

(Name of Notary Public: Print, Stamp or type as commissioned.)

FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

## **8. Acknowledgement and Conformance – OSHA Standards**

**ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS**

TO THE CITY OF SOUTH MIAMI

We, LAZ Florida Parking LLC, hereby acknowledge and agree that as Contractors for the IT Maintenance and Related Services RFP, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

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to comply with such act or regulation.

CONTRACTOR

Christopher Walsh

Witness

BY: Christopher B. Walsh

Name

Regional Vice-President

Title

**FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

## 9. Related Parties Transaction Verification



## **RELATED PARTIES TRANSACTION VERIFICATION FORM**

I Christopher B. Walsh, individually and on behalf of LAZ Florida Parking LLC ("Firm")  
Name of Representative Company/Vendor/Entity

have read the City of South Miami ("CSM")'s Code of Ethics, Section 8A-1 of the CSM's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

- (1) neither I nor the Firm have **any conflict of interest** (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the CSM, and
- (2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, **has any relative(s)**, as defined in section 8A-1, **who is an employee of the CSM** or who is(are) an **appointed or elected official** of the CSM, or who is(are) a **member** of any **public body** created by the City Commission, i.e., a board or committee of the CSM, and
- (3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has **transacted or entered into any contract(s) with the CSM** or has a **financial interest**, direct or indirect, in any **business being transacted with the CSM**, or with any person or agency acting for the CSM, other than as follows: \_\_\_\_\_(use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).
- (4) **no elected and/or appointed official or employee** of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) **has a financially interest**, directly or indirectly, **in the contract between you and/or your Firm and the CSM** other than the following individuals whose interest is set forth following their names: \_\_\_\_\_(use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath). The names of all CSM employees and that of all elected and/or appointed CSM officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows: \_\_\_\_\_(use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).
- (5) I and the Firm further **agree not to use or attempt to use** any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the CSM, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.
- (6) I and the Firm hereby **acknowledge that we have not contracted or transacted any business** with the CSM or any person or agency acting for the CSM, and that we have not appeared in representation of any third party before any board, commission or agency of the CSM within the past two years other than as follows: \_\_\_\_\_(use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath). Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent,

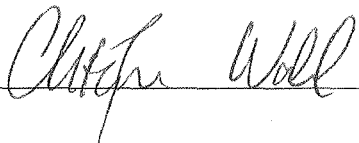
brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the CSM other than as follows: \_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).

- (7) **No Other Firm**, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") **has responded to a solicitation by the CSM in which I or the Firm that I represent or** anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) **have also responded, other than the following:**

\_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).

- (8) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.
- (9) A violation of the CSM's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the CSM, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: 

Print Name & Title: Christopher B. Walsh, Regional Vice-President

Date: May 16, 2014

ATTACHED:  
Sec. 8A-1 - Conflict of interest and code of ethics ordinance.

## Section 8A-1 CODE OF ETHICS

### Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) *Designation.* This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) *Definitions.* For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or

entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) *Prohibition on transacting business with the city.* No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall effect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

*Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

*Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) *Further prohibition on transacting business with the city.* No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will

also be applicable to this subsection as though incorporated by recitation. Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(e) *Gifts.*

- (1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.
- (2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:
  - a. Political contributions specifically authorized by state law;
  - b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
  - c. Awards for professional or civic achievement;
  - d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.
- (3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:
  - a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
  - b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
  - c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
  - d. Attendance or absence from a public meeting at which official action is to be taken.
- (4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from any one person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter

112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

- (f) *Compulsory disclosure by employees of firms doing business with the city.* Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.
- (g) *Exploitation of official position prohibited.* No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.
- (h) *Prohibition on use of confidential information.* No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.
- (i) *Conflicting employment prohibited.* No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment, which would impair independence of judgment in the performance of any public duties.
- (j) *Prohibition on outside employment.*
  - (1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
    - a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
    - b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.
    - c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.
    - d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing

authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) *Prohibited investments.* No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise, which will create a substantial conflict between private interests and the public interest.

(l) *Certain appearances and payment prohibited.*

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) *Actions prohibited when financial interests involved.* No person included in the terms defined in paragraphs (b)(1) through (6) shall participate in any official action directly or indirectly affecting a business

in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) *Acquiring financial interests.* No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) *Recommending professional services.* No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) *Continuing application after city service.*

- (1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.
- (2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.
- (3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.
- (4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise,



during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

- (5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) *City attorney to render opinions on request.* Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

END OF SECTION

## 10. Price Proposal Sheet

## **PRICE PROPOSAL SHEET**

The Proposed Base Fee Schedule is for each of the support services listed in the **Scope of Services of this RFP**. Any additional services provided beyond the proposed base amount shall be provided and listed at the hourly rates over the base fee amount. Any additional service over the base fee amounts, must be pre-approved by the Chief Financial Officer. Additional service fees should not exceed the City's budgeted amount in the City's FY 14-15 budget for Parking Management Services. Notwithstanding anything to the contrary contained herein, the schedule for services shall be determined by the Chief Financial Officer his or her sole discretion.

All Inclusive Price:	
Year 1	\$ <u>213,156.00</u>
Year 2	\$ <u>218,485.00</u>
Year 3	\$ <u>223,947.00</u>
Year 4	\$ <u>229,546.00</u>
Year 5	\$ <u>235,285.00</u>
5 – Year Total	\$ <u>1,349,965.00</u>

## **BID OPENING REPORT**



**EMAIL, CONFIRMATION OF LAZ BID TABULATION ERROR**

**From:** Christopher B. Walsh  
**To:** kulick, Steven P  
**Cc:** Menendez, Maria M.; Pepe, Thomas F.  
**Subject:** RE: RFP #FN2014-01 "Parking Management Services"  
**Date:** Friday, May 16, 2014 1:21:44 PM  
**Attachments:** LAZ Parking -RFP #FN2014-01 Parking Management Services- All Inclusive Price Sheet.docx

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Mr. Kulick,

Please find attached our corrected All Inclusive Price sheet (p21) for RFP #FN2014-01 "Parking Management Services". The 5 year cumulative pricing should have been \$1,120,419.

Year 1 - \$213,156  
Year 2 - \$218,485  
Year 3 - \$223,947  
Year 4 - \$229,546  
Year 5 - \$235,285

5 YEAR TOTAL = \$1,120,419

Thank you and let me know if you require additional information.

Regards,

Christopher Walsh  
Regional Vice President  
404 Washington Avenue, Suite 720  
Miami Beach, FL 33139  
(o) 305.913.4882  
[www.lazparking.com](http://www.lazparking.com)

*This e-mail, and any attachment to it, may contain privileged or confidential information and is for use only by the intended recipient. If you are not the intended recipient, you may not read, use, or distribute this e-mail and you must immediately return it to the sender and delete it from your system. Thank you.*

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**From:** kulick, Steven P [mailto:SKulick@southmiamifl.gov]  
**Sent:** Friday, May 16, 2014 12:13 PM  
**To:** Christopher B. Walsh  
**Cc:** Menendez, Maria M.; Pepe, Thomas F.  
**Subject:** RFP #FN2014-01 "Parking Management Services"

Mr. Walsh,

The City has noticed an inconsistency in your proposed cost listed on the "Price Proposal Sheet, " page 21 of your proposal. Please verify Laz Parking's "All Inclusive Price."

The Cone of Silence is in effect. All communication relating to this RFP must be in writing.

Regards,

**Steven Kulick, C.P.M.**

*Purchasing Manager/Central Services*

*City of South Miami - 6130 Sunset Drive - South Miami, FL 33143*

*Ph: 305/663-6339; Fax: 305/663-6346 - Email: [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov)*





**PRICE PROPOSAL SHEET**  
With five year total line corrected

The Proposed Base Fee Schedule is for each of the support services listed in the **Scope of Services of this RFP**. Any additional services provided beyond the proposed base amount shall be provided and listed at the hourly rates over the base fee amount. Any additional service over the base fee amounts, must be pre-approved by the Chief Financial Officer. Additional service fees should not exceed the City's budgeted amount in the City's FY 14-15 budget for Parking Management Services. Notwithstanding anything to the contrary contained herein, the schedule for services shall be determined by the Chief Financial Officer his or her sole discretion.

All Inclusive Price:	
Year 1	<u>\$ 213,156.00</u>
Year 2	<u>\$ 218,485.00</u>
Year 3	<u>\$ 223,947.00</u>
Year 4	<u>\$ 229,546.00</u>
Year 5	<u>\$ 235,285.00</u>
5 – Year Total	<u>\$ 1,120,419.00</u>

## **EVALUTION SELECTION SCORE AND RANKING SHEETS**



## Evaluation Scoring Sheet

Purchasing Division  
6130 Sunset Drive  
South Miami, Florida 33143  
(305) 663-6339  
Fax: (305) 667-7806  
[www.southmiamifl.gov](http://www.southmiamifl.gov)

RFP Title: Parking Management Services  
RFP No.: FN-2014-01

DIRECTIONS: Please score each firm, for each specific criteria provided. Scoring is based on each criteria listed below with a maximum score for each criteria. The total score for each proposer is calculated by adding each criteria for a total score by proposer. The maximum score total score for each proposer is 100 points.

Criteria		SP Municipal Syvs	Laz Florida Parking	Republic Parking Systems
a.	Knowledge & Expertise in Specified Areas, Workload, Availability & Experience of team/staff assigned to this project: (Max 40 Points)	36	38	36
b.	Experience with Projects of Similar Scope and Complexity & Past Performance/ References: (Max 30 Points)	28	30	26
c.	Proposed Cost: (Max 30 Points)	28	30	25
Total Score:		92	98	87

Additional Comments:

Reviewed by: KELLY BANKER JR  
(Print Name)

Kelly Banker Jr  
(Signature)

Date: 5/19/14



## Evaluation Scoring Sheet

Purchasing Division  
6130 Sunset Drive  
South Miami, Florida 33143  
(305) 663-6339  
Fax: (305) 667-7806  
[www.southmiamifl.gov](http://www.southmiamifl.gov)

RFP Title: Parking Management Services  
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**DIRECTIONS:** Please score each firm, for each specific criteria provided. Scoring is based on each criteria listed below with a maximum score for each criteria. The total score for each proposer is calculated by adding each criteria for a total score by proposer. The maximum score total score for each proposer is 100 points.

Criteria		SP Municipal Svcs	Laz Florida Parking	Republic Parking Systems
a.	Knowledge & Expertise in Specified Areas, Workload, Availability & Experience of team/staff assigned to this project: (Max 40 Points)	38	39	38
b.	Experience with Projects of Similar Scope and Complexity & Past Performance/ References: (Max 30 Points)	25	29	25
c.	Proposed Cost: (Max 30 Points)	25	30	22
Total Score:		88	98	85

85  
cpe  
5/20/14

**Additional Comments:**

Reviewed by: CHRISTOPHER BELMO (Print Name) [Signature] (Signature) Date: 6/19/14



**Evaluation  
Scoring Sheet**

Purchasing Division  
6130 Sunset Drive  
South Miami, Florida 33143  
(305) 663-6339  
Fax: (305) 667-7806  
[www.southmiamifl.gov](http://www.southmiamifl.gov)

RFP Title: **Parking Management Services**  
RFP No.: **FN-2014-01**

**DIRECTIONS:** Please score each firm, for each specific criteria provided. Scoring is based on each criteria listed below with a maximum score for each criteria. The total score for each proposer is calculated by adding each criteria for a total score by proposer. The maximum score total score for each proposer is 100 points.

Criteria		SP Municipal Svcs	Laz Florida Parking	Republic Parking Systems
a.	Knowledge & Expertise in Specified Areas, Workload, Availability & Experience of team/staff assigned to this project: (Max 40 Points)	25	30	25
b.	Experience with Projects of Similar Scope and Complexity & Past Performance/ References: (Max 30 Points)	25	30	25
c.	Proposed Cost: (Max 30 Points)	<del>25</del> 25	30	20
Total Score:		75	90	70

**Additional Comments:**

Reviewed by:

Alfredo Rivera  
(Print Name)

[Signature]  
(Signature)

Date:

5/19/14

## **ADVERTISEMENT, DAILY BUSINESS REVIEW**

## MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI - RFP #FN-2014-01  
PARKING MANAGEMENT SERVICES

in the XXXX Court,  
was published in said newspaper in the issues of

04/29/2014

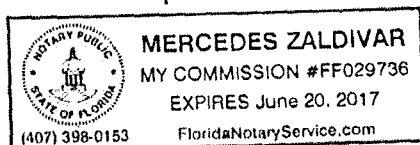
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

29 day of APRIL, A.D. 2014

(SEAL)

MARIA MESA personally known to me



CITY OF SOUTH MIAMI

RFP #FN-2014-01

### PARKING MANAGEMENT SERVICES

**PROPOSAL DUE DATE: 10 AM MAY 16, 2014**

The City of South Miami, Florida through its chief executive officer ("City Manager" or the manager's designee) is hereby requesting sealed proposals (Request for Proposal or "RFP") from qualified and experienced consultants for **Parking Management Services for the City of South Miami for a five (5) year term** and hereinafter referred to as the "Project" or the "Work". The Scope of Services, and the Specifications for the work, if any, are described in the Contract Documents which is part of this RFP package and which includes all of the documents contained in this RFP package.

Interested persons who wish to respond to this RFP can obtain the complete RFP package at the City Clerk's office Monday through Friday from 9:00 A.M. to 4:00 P.M. or: [www.southmiamifl.gov](http://www.southmiamifl.gov), which is the City of South Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFP package.

All proposals must be received by the Office of the City Clerk, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. Sealed Proposals must be received by the City Clerk, either by mail or hand delivery, no later than **10 A.M. local time on Friday, May 16, 2014**. A public opening will take place at 10 A.M. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 10 A.M. local time on said date will not be accepted under any circumstances.

Requests for additional information or questions must be in writing, emailed no later than **10:00 A.M. local time on Tuesday, May 13, 2014** to the attention of Mr. Steven Kulick, Purchasing Manager at [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov). No questions will be responded after 10 A.M. May 13, 2014.

The City of South Miami reserves the right to award the Project to the Proposal deemed to be in the City's best interest, as determined by the City Manager, or the City Commission, including the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price and to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or RFP procedure.

Maria M. Menendez, CMC  
City of South Miami  
City Clerk

4/29

14-B-164/2274699M

## **DEMAND STAR RESULTS**



**Member Name** City of South Miami

**Bid Number** RFP-FN-2014-01-0-2014/SK  
PARKING MANAGEMENT

**Bid Name** SERVICES

**8 Document(s) found for this bid**

13 Planholder(s) found.

Supplier Name	Address 1	Address 2	City	State	Zip	Phone	Attributes
A2Z Sales	400 Travis Road	Toledo	Toledo	OH	11735	8007461218	1. Hispanic Owned
AAA Parking	1100 Spring Street, N.W.	Suite 800	Atlanta	GA	30317	4045255959	
ABM Industries	3800 Buffalo Speedway	Suite 325	Houston	TX	77098	7132208502	
Integrity Parking Systems, LLC	9828 East Washington St.		Chagrin Falls	OH	44023	2163105500	1. Small Business
IPS Group, Inc.	5601 Oberlin Drive	Ste 100	San Diego	CA	92121	8584040607	
Kimley-Horn and Associates, Inc.	1920 Wekiva Way	Suite 200	West Palm Beach	FL	33411	5618450665	
Lanier Parking	233 Peachtree St NE		Atlanta	GA	30303	4048797621	
Onvia, Inc. - Content Department	509 Olive Way, Suite 400		Seattle	WA	98101	2063739500	
Parker Systems	12969 Mallory Circle	Suite 207	Orlando	FL	32828	4074828006	
Progressive Parking Solutions, LLC	14286 Beach Boulevard	19-121	Jacksonville	FL	32250	9044491909	
SP Plus Corporation	1055 W. 7th St.	Suite 1500	Los Angeles	CA	90017	2134883192	
THE TOLEDO TICKET COMPANY	3963 CATAWBA ST	PO BOX 6876	TOLEDO	OH	43612	8005336620	1. Small Business
VendorLink LLC	12201 Research Parkway	Suite 223	Orlando	FL	32826	4074010031	1. Small Business

**RFP #FN-2014-01**



## CITY OF SOUTH MIAMI

### RFP #FN-2014-01

#### PARKING MANAGEMENT SERVICES

#### PROPOSAL DUE DATE: 10 AM MAY 16, 2014

The City of South Miami, Florida through its chief executive officer ("City Manager" or the manager's designee) is hereby requesting sealed proposals (Request for Proposal or "RFP") from qualified and experienced consultants **for Parking Management Services for the City of South Miami for a five (5) year term** and hereinafter referred to as the "Project" or the "Work". The Scope of Services, and the Specifications for the work, if any, are described in the Contract Documents which is part of this RFP package and which includes all of the documents contained in this RFP package.

Interested persons who wish to respond to this RFP can obtain the complete RFP package at the City Clerk's office Monday through Friday from 9:00 A.M. to 4:00 P.M. or: [www.southmiamifl.gov](http://www.southmiamifl.gov), which is the City of South Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFP package including **"Exhibit 3 CONTRACTOR Services Agreement for Parking Management Services."**

All references to "City" in this solicitation, including references in the RFP package, shall mean the City Manager of the City of South Miami, unless otherwise specified. All references to the City Manager shall also mean the manager's designee.

The proposal shall consist of one (1) original unbound proposal, four (4) additional copies and one (1) digital Flash Drive or CD copy, in searchable PDF format not to exceed 4MG and shall be enclosed in a sealed envelope or container and shall have **RFP #FN-2014-01**, and the name of the respondent clearly written on the exterior of the envelope in which the sealed proposal is delivered. Special envelopes such as provided by UPS or Federal Express may not be opened unless they contain an envelope with the required information on the front or back of the envelope. All responses shall be typed on 8 1/2" x 11" sheets, single-spaced, one-sided, bound with all sections tabbed with the exception of the one (1) unbound copy. Fold out pages are not allowed.

All proposals must be received by the Office of the City Clerk, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. Sealed Proposals must be received by the City Clerk, either by mail or hand delivery, no later than **10 A.M. local time on Friday, May 16, 2014**. A public opening will take place at 10 A.M. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 10 A.M. local time on said date will **not** be accepted under any circumstances.

Requests for additional information or questions must be in writing, emailed no later than **10:00 A.M. local time on Tuesday, May 13, 2014** to the attention of Mr. Steven Kulick, Purchasing Manager at [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov). No questions will be responded after 10 A.M. May 13, 2014.

The City of South Miami reserves the right to award the Project to the Proposal deemed to be in the City's best interest, as determined by the City Manager, or the City Commission, including the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price and to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or RFP procedure.

Maria M. Menendez, CMC  
City of South Miami  
City Clerk

### **SCHEDULE OF EVENTS**

<b>No.</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
<b>1</b>	<b>Advertisement/ Distribution of RFP &amp; Cone of silence begins</b>	<b>4/25/2014</b>	<b>7:00 PM</b>
<b>2</b>	<b>Mandatory Pre-Proposal Conference City of South Miami, City Hall Chambers, 6130 Sunset Drive, South Miami, FL 33143</b>	<b>N/A</b>	<b>N/A</b>
<b>3</b>	<b>Deadline to Submit Questions</b>	<b>5/13/2014</b>	<b>10:00 AM</b>
<b>4</b>	<b>Deadline to City Responses to Questions</b>	<b>5/15/2014</b>	<b>10:00 AM</b>
<b>5</b>	<b>Deadline to Submit Bid-Response</b>	<b>5/16/2014</b>	<b>10:00 AM</b>
<b>6</b>	<b>Evaluation of Bid Responses</b>	<b>5/23/2014</b>	<b>5:00 PM</b>
<b>7</b>	<b>Agenda for Commission Approval of Contractors/Cone of Silence ends</b>	<b>6/3/2014</b>	<b>7:00 PM</b>

END OF SECTION

## SCOPE OF SERVICES

### SCOPE OF SERVICES

#### BACKGROUND:

The City has historically contracted for professional parking management and operating services to manage and operate public parking within the City of South Miami, and meet the goals of enhancing customer service, revenue collection and improving overall operations/efficiencies. It is the intention of the City to award a five (5) year contract.

#### RESPONSIBILITIES OF THE PARTIES

##### CITY RESPONSIBILITIES:

The City has responsibility for approximately 764 metered parking spaces within the borders of the City. In addition to the metered parking spaces, approximately 1 Municipal Garage including approximately 450 spaces are part of the scope. ***Refer to Exhibit #1 "Maps of South Miami Metered Parking Spaces."*** Over the last three fiscal years, the parking revenue is as follows:

<b>2013/2014:</b>	<b>\$2,320,000 (Projected)</b>
<b>2012/2013:</b>	<b>\$2,151,268</b>
<b>2011/2012:</b>	<b>\$1,918,988</b>

During fiscal year 2012-2013, the City began deploying a downtown wire mesh (Wi-Fi) network. ***Refer to Exhibit #2 "Map of Downtown Wire Mesh Network."*** The City intends to replace the cellular modems inside the parking pay stations with a connection device supported by the Wi-Fi wire mesh network. As a result of this deployment, the City will reduce the monthly parking pay station cellular connectivity costs. All the downtown parking pay stations will be connected via Wi-Fi by September 30, 2014.

The City will provide uniform shirts, (polo's), computer equipment, vehicles, a designated workspace and any other related equipment involving the parking infrastructure.

##### CONTRACTOR RESPONSIBILITIES:

The CONTRACTOR's operation of the Parking System shall include conducting all necessary and proper services required for the Parking System' operations to established industry standards. The CONTRACTOR shall handle the collection of parking fees when properly due either through cash, coin and/or credit card payments or by parking validation.

The CONTRACTOR's management of the Parking System shall include financial and planning functions. The CONTRACTOR shall conduct audits as necessary and appropriate for the proper administration of the Parking System and present the CITY with financial statements. The CONTRACTOR shall also develop 1 year and 5 year strategic plans that include operating

and capital budgets; recommend and implement improvements to the operational procedures currently in place; provide the CITY with management reports as often as requested but in no case less often than once a month; perform annual rate studies to determine proper pricing for the Parking System; use technology – including green technologies whenever possible- to enhance and improve customer services and operational efficiencies; and report on the status of any Parking System related project as directed by the CITY.

The CONTRACTOR's maintenance of the Parking System shall include conducting routine inspections, routine maintenance and preventative maintenance services. The CONTRACTOR shall take a proactive approach to maintenance so that the Parking System shall always function in the most efficient and proper manner. At least once a year, the CONTRACTOR shall conduct a condition appraisal of the Parking System for any sign of physical damage and/or deterioration and issue a written report that is satisfactory to the CITY.

The CONTRACTOR's promotion of the Parking System shall include working with the business and cultural community; conducting customer surveys twice a year; branding the CITY Parking System; and developing and implementing a positive marketing campaign.

The CONTRACTOR shall submit to the CITY its proposed Operations Program (Program), which shall include, among other matters, the operating budget, the capital budget, detailed information regarding a system of cost controls, hours of operation, personnel schedules, and maintenance schedules for the Parking System.

The CONTRACTOR shall maintain accurate and complete records detailing all parking violations issued, parking enforcement staff hours and claims arising out of its performance of this Agreement; the basis therefore and the amount thereof. The CONTRACTOR shall provide copies of all such records to the CITY at the end of each fiscal year and shall allow the CITY and its representatives to examine, review and audit any and all such records, books, and other documents upon request for a period commencing upon the execution of this Agreement and ending two (2) years following the expiration or termination of this Agreement.

#### CONTRACTOR MANAGEMENT SERVICES

1. Provide necessary management and supervisory staff sufficient to oversee the day-to-day operation of the on-street parking system.
2. Provide necessary staff for the day-to-day maintenance of the installed equipment with a repair response time not to exceed one hour.
3. Provide necessary staff for the collection of revenue from the equipment, including back-office personnel for the counting of revenue and the prompt processing of credit, debit and smart card payments.
4. The Parking Operator shall manage and enforce the parking program. Responsibilities include the following:

- a. Enforcing parking restrictions, including through the issuance of citations and the ordering of vehicle towing in accordance with City requirements.
- b. Collecting, accounting for, and depositing with the City, residential parking permit fees, meter fees, citations payments, including penalties, and any other parking program revenue.
- c. Issuing residential parking permits.
- d. Regularly documenting and reporting program expenses and revenues.
- e. Installing, maintaining, relocating and replacing meters as necessary.
- f. Monitoring parking program effectiveness, including with regard to recommended changes to meter locations.
- g. Maintaining a local office within the Operations Area, and providing an internet site accessible to the public, for the purpose of issuing permits, collecting revenues, and providing public information. Responding to parking complaints and to public inquiries about all facets of the parking program, in a timely fashion and in accordance with the City's policies regarding customer service.
- h. Continuing a public information program approved by the City.

#### 5. Off-Street Parking

Any parking lots, garages or on-street parking that may be developed or acquired in the future by the CITY will be included as within the scope of this Agreement to be serviced by the CONTRACTOR

#### 6. On-Street Parking

The CITY has regulated on-street parking spaces located throughout the City of South Miami. These on-street parking spaces may be changed from time to time, but at all times any such spaces will be included as parking within the Parking System and will be subject to the terms of this Agreement.

#### 7. Staffing, Operational & Holiday Hours

Throughout the term of this Agreement, the CONTRACTOR shall assign sufficient personnel to properly perform parking management services. The CITY shall not have any responsibility whatsoever for any personnel who shall be employees of the CONTRACTOR and for whom CONTRACTOR shall be responsible. If at any time the CITY is not reasonably satisfied with the performance of any of CONTRACTOR's personnel, such personnel shall be promptly replaced by the



CONTRACTOR to the reasonable satisfaction of the CITY. CITY and CONTRACTOR agree that CONTRACTOR will provide enforcement services;

Sunday – Wednesday;	9:00am-12:00am (midnight)
Thursday & Saturday;	9:00am-2:00am
Christmas Eve & New Years' Eve;	9:00am-6:00pm
Thanksgiving, Christmas & New Years' Day; Enforcement Hours	No Operational or

*\*All other Holidays, regular staffing hours will apply*

- i. The CONTRACTOR understands that certain elements of the Parking System are subject to existing legal obligations including those created by means of leases, License Agreements and Condominium Documents, as an example. The CONTRACTOR shall apprise itself of such obligations and shall comply with all applicable terms and requirements related to its services.
- ii. The CONTRACTOR's performance shall at all times be subject to review and approval of the CITY, acting by and through its designated staff representatives.
- iii. IT IS UNDERSTOOD AND AGREED that CONTRACTOR is retained solely for the purposes of the Project described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. Neither the CONTRACTOR nor any of its employees shall be considered under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to CITY employees.
- iv. Senior management staff of the CONTRACTOR shall be available to meet with the CITY and other officials of the City of South Miami as may be required with regard to the services performed hereunder.
- v. SERVICE LEVEL AGREEMENT (SLA)
  1. Monday thru Friday - A pay and display meter will not have less than a 6 hour repair time. A single space meters will be repaired within 24 hours.
  2. Weekends & Holidays - A pay and display meter will not have less than a 24 hour repair time. All single space meters will be repaired within 48 hours.

### **MINIMUM QUALIFICATIONS**

- Must have experience in the design, installation and management of at least three (3) on-street contracts of similar size and scope as the City of SOUTH MIAMI for the last three (3) years at a minimum.
- In addition to a local office, the proposer must have a regional support office located within 20 miles of the City of South Miami.
- Proposer must have on its staff at least one (1) senior level Manager or Executive that possesses a minimum of 20 years of on-street parking management and Traffic Engineering experience.
- Proposer must be a business in good standing and have good credit.

### **MINIMUM SERVICES REQUIRED**

The successful proposer shall be responsible for providing, at a minimum, the following services:

- Provide, in consultation with the City, all necessary design, function, management, operation and marketing of the program.
- Assistance in implementing the program, including working with downtown businesses, presentations to neighborhood groups and other organizations as needed.
- Financing of any capital improvements, including but not limited to parking meters, support vehicles, computer and coin counting and revenue processing equipment.
- Purchase of related equipment deemed necessary to administer the program.
- Installation and maintenance of parking meters. Installation shall be in accordance with standards approved and permitted by the City. All meters shall be repaired within 24 hours of identified as malfunctioning
- Collection, counting and depositing of revenue. Collections of each meter shall be done no less than bi-weekly and more often if meter canisters are full. All collections shall BE deposited on the day of collection into a bank account specified by the City.
- Provide sufficient personnel to operate the system to the full benefit of the City.
- Provide specialized training and certification for maintenance and repair personnel.
- Handle in an appropriate manner all customer service issues associated with the program.
- Provide weekly, monthly and annual reports as required by the City.
- Any other services which the proposer is willing to provide that enhances the overall program.

## **Experience**

- (1) Describe your established on-street parking management experience, which are related to the services to be provided under this contract and in cities similar to SOUTH MIAMI, FL.
- (2) Provide a minimum of three (3) references with whom the proposer has contracted to provide on-street parking management services similar to those specified herein.
- (3) Other than those on-street contracts which have expired and were not renewed, detail any on-street parking management contracts that have been terminated and describe the basis for termination.

## **Capability and Skill**

Describe in detail the capability and skill of your organization to provide the services specified herein. The description of your firm's capability and skill should include, at a minimum, the following:

- (1) Background information about the organization, e.g., philosophy, ownership, size, facilities, location(s), etc.
- (2) Proposer's management structure both at the corporate level and at the project level - e.g. number of each of the following: management, supervisory, non-supervisory personnel.
- (3) Proposer's qualifications to perform the services, including all resources available to proposer for the performance of the contract.
- (4) Qualifications of management and/or supervisors who will be assigned to this contract.
- (5) Description of proposer's financial stability and other resources that most adequately ensure the delivery of services acceptable to the City.
- (6) Provide organizational chart and staffing schedule showing maximum use of full-time permanent employees.
- (7) Provide information on employee compensation packages that are available to project employees, to include, at a minimum, hourly wage, leave programs, employee performance incentives, etc. which all full-time permanent employees receive.
- (8) Provide a detailed description of training, safety and certifications programs given to all employees. Include excerpts from training manual for enforcement and collections personnel.

(9) Describe any changes and/or modifications to the existing program to be recommended by your company, including meter and citation rates.

(10) Describe any advanced technology you would recommend to improve parking management.

(11) Describe any special amenities or programs you would propose to implement. Include any additional costs/charges that might be incurred through implementation of the program.

**Subcontracting**

If proposer intends to subcontract any part of the work under this contract, indicate which parts and the subcontractors to be used. For each subcontract, detail the subcontractor's capability and skill, including the information requested in (1) through (6) above. Prior to hiring a subcontractor, the Contractor must secure approval, in writing, from the City. No subcontractor may be hired without prior approval, in writing, from the City.

END OF SECTION

## **SUBMISSION REQUIREMENTS**

### **I. Submission of Request for Proposals**

The Proposal and all copies and CDs must be delivered in a sealed envelope. The proposal shall consist of one (1) original unbound proposal, four (4) additional copies and one (1) digital Flash Drive or CD copy, in searchable PDF format and not to exceed 4MB and shall be enclosed in a sealed envelope or container and shall have **RFP #FN-2014-01 Parking Management Services**, and the name of the respondent clearly written on the exterior of the envelope in which the sealed proposal is delivered. Special envelopes such as provided by UPS or Federal Express will not be opened unless they contain the required envelope information on the front or back of the envelope to the **Office of the City Clerk, South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143**. All responses shall be typed on 8 1/2" x 11" sheets, single-spaced, one-sided, bound with all sections tabbed with the exception of the one (1) unbound copy. Fold out pages are not allowed.

Proposals must be in conformance with the detailed submittal instructions and must be delivered in a sealed envelope by mail, courier or personal delivery by the time and date indicated in the legal notice. **RESPONSE SUBMITTALS NOT RECEIVED IN A SEALED ENVELOPE WITH THE REQUIRED INFORMATION ON THE ENVELOPE AND BY THE DATE AND TIME SPECIFIED SHALL BE REFUSED.** The time indicated by the time clock in the City Clerk office is considered the official time of receipt. No faxed or email RFP responses will be accepted.

The response to the RFP's may be submitted in person or by mail to the following address:

**In Person/Courier/By Mail:**

City of South Miami  
City Hall Building  
6130 Sunset Drive  
South Miami, FL 33143  
ATTN: CITY CLERK OFFICE

All proposals received will be considered public records and upon submission, all documents become the property of the City of South Miami and are subject to public records laws.

Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the RFQ shall be cause for rejection, as determined by the City.

A person or affiliate of the Respondent who has been placed on the convicted vendor/contractor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a response to the RFQ with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor/contractor list.

All erasures and corrections must have the initials of the Respondent's authorized representative in ink at the location of each and every erasure and correction. Responses shall be signed in ink; all

information shall be typewritten or printed and filled in with ink. All spaces shall be filled in with the requested information or the phrase "not applicable".

The City will consider all proposals using such criteria as City Manager may adopt at the City's sole discretion. The individual(s)/firm selected will be required to enter into a formal agreement with the CSM in a form satisfactory to the City, prior to the execution of which the City shall reserve all rights, including the right to change its selection. The submission of a proposal, unless stated otherwise in the proposal, shall be an acceptance in full of all of the terms and conditions of the form of contract that is part of this RFP. Any blank spaces contained in the form of contract shall be irrebuttably presumed to contain the information provided in the proposal. Upon receipt of the proposal and recommendation of the award of the contract to the respondent, the contract shall be binding on the respondent for at least 180 days following the bid opening or until the contract is rejected by the City Commission. If the contract is approved by the City Commission, the term of the contract shall commencement as of the date of approval by the City Commission, the date set forth in the contract or, in the sole and absolute discretion of the City, on the date of execution of the contract by the City.

Request for Proposals (RFP) must be received by the City Clerk, either by mail or hand delivery, no later than 10 A.M. on the due date for this RFP and should include the requirements listed below. Submittals submitted without meeting ALL the requirements may be considered non-responsive.

#### **Format**

Sections and subsections should correspond in sequence with those identified below. All additional information that the CONTRACTOR believes is unique to a section and does not fit the established outline may be included at the end of each section under a subheading "Additional Information."

The following information shall be provided in the order detailed: **failure to provide any one part of this section without appropriate explanation may result in disqualification of Response.**

- a. **Title Page** - List the RFP subject, the name of the Firm, its address, telephone number and email address, the name of the Firm's designated contact person, and alternate if any, and the date of the submittal.
- b. **Table of contents** - Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** -- Limit two (2) pages. Make a positive commitment to perform the required work within a specified timeline, acknowledgement of receipt of addenda. Give the name(s) of the person(s) who will be authorized to make representation for the firm, their title, phone number and email address. The letter shall provide the following information:
  - i. Name of Proposing firm, and, if more than one, specify as to the type of contractual agreement between firms, and certificate(s) of authorization to offer professional services through the Florida Department of Professional Regulations as applicable for prime as well as supporting firms.

**d. Qualifications and Experience**

1. Provide a brief discussion of the **firm's understanding and approach** to the work described herein.
2. A resume of the Respondent's designated contact person, and resumes of the individuals who will attend meetings and have primary responsibility for work performed for the CSM as it pertains to this contract.
3. A disclosure of the following: (a) any relationships between the firm and any Commission member, his/her spouse, or family; (b) any relationship between the firm and any business or entity owned by a Commission member or their family or in which a Commission member or their family has or had an interest; (c) any other information concerning any relationships between the firm and any Commission member which the Applicant deems might be relevant to the Commission's consideration; and (e) a "conflict list" if same is maintained by the firm.

**e. Restriction on Representation**

Neither the individual(s)/firm, nor any of his/her/its employees shall be permitted to represent any client before the Commission or any Committee, department or agency of the CSM, and shall agree not to undertake any other private representation which might create a conflict of interest with the CSM. The individual(s)/firm may not represent any Commission member, individually, or, any member of their family or any business in which the Commission member of their family has an interest.

**f. Required Documentation**

- i. Proof of authorization to transact in the state of Florida from the Florida Secretary of State, for Prime as well as supporting firms.
- ii. Current and valid State of Florida Contractors License.
- iii. Proposed organization chart identifying key professionals and their area of responsibilities.
- iv. List of recent clients and references with contact names and telephone numbers.
- v. Respondents "**Public Entity Crimes and Conflicts of Interest,**" shall be completed and provided with the proposal submittal.
- vi. Respondent's "**Drug Free Workplace**" form shall be completed and provided with the proposal submittal. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the response as determined by the City.
- vii. Respondent's "**No Conflict of Interest/Non Collusion Affidavit,**" shall be completed and provided with the proposal submittal.
- viii. Respondent's "**Acknowledgement and Conformance with OSHA Standards,**" shall be completed and provided with the proposal submittal.

- ix. Respondents **“Related Parties Transaction Verification Form,”** shall be completed and provided with the proposal submittal.
- x. **Price Proposal Sheet.**

END OF SECTION



## **GENERAL CONDITIONS**

### **GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

#### **1. Rules, Regulations, Laws, Ordinances, & Licenses**

The awarded firm shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

#### **2. Requests for Additional Information or Questions**

Any requests for additional information or clarification should be submitted in writing by **10:00 A.M. local time on, Tuesday, May 13, 2014** to the attention of Steven Kulick, C.P.M. Purchasing Manager at [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov) or via facsimile at (305) 663-6346. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the RFP package. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addendums are issued to this RFP, the City will notify all prospective firms via the CSM's website. It is incumbent on all interested parties to log onto the website before submitting a response. Verbal interpretations or clarifications, even if not in violation of the Cone of Silence referenced below, shall be without any legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the response on the required date and time as set forth in the public notice.

#### **3. Cone of Silence:**

You are hereby advised that this solicitation is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff. All written communication must comply with the requirements of the Cone of Silence. The Cone of Silence does not apply to verbal communications at pre-response conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, contract negotiations with the staff following the City Manager's written recommendation for the award of the contract, or communications in writing at any time with any City employee, official or member of the City Commission unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager and City Clerk. Violation of these provisions by any particular Respondent shall render any recommendation for the award of the contract or the contract awarded to said Respondent voidable, and, in such event, said Respondent shall not be considered for any solicitation for a proposal, for qualifications, for a letter of interest or bid concerning any contract for the provision of goods or services for a period of one year.

4. Lobbying

All firms and their agents who intend to submit, or who submitted, responses for this City of South Miami Request for Proposal (RFP) are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner, nor any employee of the City of South Miami are to be lobbied either individually or collectively concerning this City of South Miami Request for Proposal (RFP).

Contact shall only be made through regularly scheduled Commission meetings for the purpose of accepting or rejection the contract for the study, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.

5. Reserves the Right

The City anticipates awarding one contract for services as a result of this RFP. The City, however, reserves the right to reject any and all submitted Responses and to further define or limit the scope of the award.

The City reserves the right to request additional information from firms as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Proposal be completed in all respects.

The City reserves the right to negotiate modifications to the response submittals that it deems acceptable, reject any and all RFP responses in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting contract may be canceled at any time by the City without cause, upon a **thirty (30) day** written cancellation notice. The CONTRACTOR may cancel the resulting contract without cause, upon a **one-hundred and twenty (120) day** written cancellation notice.

7. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remain the sole property of the City of South Miami (CSM). The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the CSM. In the event of termination of the agreement, the proposing firm shall cease work and deliver to the CSM all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with this Request for Proposal (RFP). The CSM shall, upon delivery of the aforesaid documents, pay the firm for the goods and services rendered and the firm shall accept the payment as full payment for its goods and services rendered pursuant to the terms and conditions of the Contract. The payment shall be equal to the percentage of the work satisfactorily completed by the firm and accepted by the City.

8. Indemnification

To the extent permitted by law, the proposing firm shall indemnify and hold harmless the CSM, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful acts or omissions of the proposing firm and any persons employed or utilized by proposing firm in the performance of its Contract with the CSM contract.

9. Equal Employment

In accordance with Federal, State and Local law, the proposing firm will not discriminate against any employee or applicant for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

10. Opening of Request for Proposals

All responses to the RFP will be opened and evaluated after the date and time set for receipt of the responses. The City may request proposing firm(s), who are considered for the award, to make an oral presentation to a selection committee or to submit additional data.

11. Rejection of Response Submittals

The City reserves the right to reject any and all response submittals to this RFP. It also reserves the right to waive any minor irregularities in connection with any and all response submittals to this RFP.

12. Acceptance of Response Submittal

Within ninety (90) days after the final submission date for Request for Proposal, the City will act upon them. The successful firm will be requested to enter into negotiations to produce a contract for this Request for Proposal (RFP). The City reserves the right to terminate negotiations in the event it deems progress towards a contract to be insufficient and to proceed to negotiate with the next best Firm.

13. Applicable Law

All applicable laws and regulations of the State of Florida, Miami-Dade Count and of the City of South Miami will apply to any resulting agreement and venue for any action arising out of the Contract shall be in Miami-Dade County, Florida and such right shall remain solely with the City.

14. Qualification of Proposing Firm

Response submittals to this RFP will be considered from firms normally engaged in providing the services requested. The proposing firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of South

Miami. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject the response submittal to this RFP where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

15. Designated Contact

The awarded firm shall appoint a person to act as a primary contact with the City and may appoint a back-up contact person. This designated contact person, and the alternate contact person if any, shall have authority to bind the Firm and be readily available during normal work hours by phone, email, or in person, shall be knowledgeable of the terms and conditions of the Contract and the work being performed and shall be sufficiently versed in the English language so as to be able to clearly communicate with the CSM staff.

16. Deviations from Specifications

The awarded firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this RFP. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

17. Precedence

The proposing Firm, by virtue of submitting a response, agrees that, unless the City agrees otherwise in writing, the RFP and the CSM's General Provisions, Terms and Conditions set forth in the RFP shall take precedence over any terms and conditions submitted with the response, either appearing separately or included.

18. Response Withdrawal

After response submittals for this RFP are opened, corrections or modifications to responses are not permitted, but the proposing firm may be permitted to withdraw an erroneous response prior to the proposal award by City Commission, if the following is established:

- 18.1 That the proposing firm acted in good faith in submitting the response;
- 18.2 That the error was not the result of gross negligence or willful inattention on the part of the firm;
- 18.3 That the error was discovered and communicated to the City within twenty-four (24) hours of opening the response submittals received, along with a request for permission to withdraw the response; or
- 18.4.1 The firm submits documentation and an explanation of how the response submittal error was made.

19. Public Entity Crimes

A person or affiliate who was placed on the Convicted vendor/contractor List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFP on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted vendor/contractor List.

20. Contingent Fees Prohibited

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, CONTRACTOR or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, CONTRACTOR or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

21. Auditable Records

The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to CSM personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

22. Unauthorized Aliens

The employment of unauthorized aliens by any firm is considered a violation of Federal Law. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the firm as well.

23. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default there under by the awarded firm should not be deemed to be a waiver of any default or breach by the CSM.

## EVALUATION AND SELECTION PROCEDURE

### SCORING AND RANKING

An Evaluation Selection Committee comprised of 3 to 5 City staff members will review proposals submitted and rank each proposer using the evaluation factors listed below:

#### Evaluation Criteria:

Competitive Selection-Ranking; maximum 100 points. The selected CONTRACTOR shall have considerable knowledge and expertise in the applicable disciplines and experience with projects of similar scope and magnitude. Statement of Qualifications and any supplemental material allowing evaluation for further consideration shall be based upon the following criteria/point system:

- a. Knowledge and Expertise in Specified Areas and Workload, Availability, and Experience of team/staff assigned to this project; **Maximum 40 Points**
- b. Experience With Projects of Similar Scope and Complexity and Past Performance/References; **Maximum 30 Points**
- c. Proposed Cost; **Maximum 30 Points**

END OF SECTION

## **PRICE PROPOSAL SHEET**

The Proposed Base Fee Schedule is for each of the support services listed in the **Scope of Services of this RFP**. Any additional services provided beyond the proposed base amount shall be provided and listed at the hourly rates over the base fee amount. Any additional service over the base fee amounts, must be pre-approved by the Chief Financial Officer. Additional service fees should not exceed the City's budgeted amount in the City's FY 14-15 budget for Parking Management Services. Notwithstanding anything to the contrary contained herein, the schedule for services shall be determined by the Chief Financial Officer his or her sole discretion.

All Inclusive Price:	
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
5 – Year Total	\$ _____

## **PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST**

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor/contractor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, Subcontractor, or Vendor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor/contractor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or it's agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),

### **FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I. This sworn statement is submitted to \_\_\_\_\_

[print name of the public entity]

by \_\_\_\_\_

[print individual's name and title]

for \_\_\_\_\_

[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other



state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - (a) A predecessor or successor of a person convicted of a public entity crime; or
  - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent

proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor/contractor list. {attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Personally known or

\_\_\_\_\_  
Produced identification

Notary Public – State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

## **DRUG FREE WORKPLACE**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor/contractor have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER's

Signature:

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Print Name:

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Date:

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## **NO CONFLICT OF INTEREST/Non-COLLUSION CERTIFICATION**

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

The undersigned, as Bidder/Proposer, declares that the only persons interested in this RFP are named herein; that no other person has any interest in this RFP or in the Contract to which this RFP pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Bidder/Proposer agrees if this response/submission is accepted, to execute an appropriate CSM document for the purpose of establishing a formal contractual relationship between the Bidder/Proposer and the CSM, for the performance of all requirements to which the response/submission pertains.

The Bidder/Proposer states that this response is based upon the documents identified by the following number: Bid/RFP

The full-names and residences of persons and firms interested in the foregoing bid/proposal, as principals, are as follows:

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this response/submission complies with section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the CSM has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the response/submission pertains.

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

\_\_\_\_\_  
Company Name  
\_\_\_\_\_

NOTARY PUBLIC:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of  
person whose signature is being notarized) who is

Personally known to me, or

\_\_\_\_\_  
Personal identification:  
\_\_\_\_\_

\_\_\_\_\_  
Type of Identification Produced

Did take an oath, or

\_\_\_\_\_  
Did Not take an oath.  
\_\_\_\_\_

SEAL

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp  
or type as commissioned.)

**FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

**ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS**

TO THE CITY OF SOUTH MIAMI

We, \_\_\_\_\_, (Name of Contractor), hereby acknowledge and agree that as Contractors for the IT Maintenance and Related Services RFP, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

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to comply with such act or regulation.

CONTRACTOR

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\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

Name

\_\_\_\_\_  
Title

**FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

## **RELATED PARTIES TRANSACTION VERIFICATION FORM**

I \_\_\_\_\_, individually and on behalf of \_\_\_\_\_ ("Firm")  
*Name of Representative**Company/Vendor/Entity*

have read the City of South Miami ("CSM")'s Code of Ethics, Section 8A-1 of the CSM's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

- (1) neither I nor the Firm have **any conflict of interest** (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the CSM, and
- (2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, **has any relative(s)**, as defined in section 8A-1, **who is an employee of the CSM** or who is(are) an **appointed or elected official** of the CSM, or who is(are) a **member** of any **public body** created by the City Commission, i.e., a board or committee of the CSM, and
- (3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has **transacted or entered into any contract(s) with the CSM** or has a **financial interest**, direct or indirect, in any **business being transacted with the CSM**, or with any person or agency acting for the CSM, other than as follows: \_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).
- (4) **no elected and/or appointed official or employee** of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) **has a financial interest**, directly or indirectly, **in the contract between you and/or your Firm and the CSM** other than the following individuals whose interest is set forth following their names: \_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath). The names of all CSM employees and that of all elected and/or appointed CSM officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows: \_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).
- (5) I and the Firm further **agree not to use or attempt to use** any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the CSM, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.
- (6) I and the Firm hereby **acknowledge that we have not contracted or transacted any business** with the CSM or any person or agency acting for the CSM, and that we have not appeared in representation of any third party before any board, commission or agency of the CSM within the past two years other than as follows: \_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath). Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent,

brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the CSM other than as follows: \_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).

- (7) **No Other Firm**, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") **has responded to a solicitation by the CSM in which I or the Firm that I represent or** anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) **have also responded, other than the following:**

\_\_\_\_\_ (use a separate sheet to supply additional information that will not fit on this line but make reference to the additional sheet which must be signed under oath).

- (8) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.
- (9) A violation of the CSM's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the CSM, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHED:  
Sec. 8A-1 - Conflict of interest and code of ethics ordinance.



## Section 8A-1 CODE OF ETHICS

### Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) *Designation.* This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) *Definitions.* For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or

entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) *Prohibition on transacting business with the city.* No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall effect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

*Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

*Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) *Further prohibition on transacting business with the city.* No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will

also be applicable to this subsection as though incorporated by recitation. Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(e) *Gifts.*

- (1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.
- (2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:
  - a. Political contributions specifically authorized by state law;
  - b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
  - c. Awards for professional or civic achievement;
  - d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.
- (3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:
  - a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
  - b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
  - c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
  - d. Attendance or absence from a public meeting at which official action is to be taken.
- (4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from any one person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter

112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

- (f) *Compulsory disclosure by employees of firms doing business with the city.* Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.
- (g) *Exploitation of official position prohibited.* No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.
- (h) *Prohibition on use of confidential information.* No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.
- (i) *Conflicting employment prohibited.* No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment, which would impair independence of judgment in the performance of any public duties.
- (j) *Prohibition on outside employment.*
  - (1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
    - a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
    - b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.
    - c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.
    - d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing

authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) *Prohibited investments.* No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise, which will create a substantial conflict between private interests and the public interest.

(l) *Certain appearances and payment prohibited.*

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) *Actions prohibited when financial interests involved.* No person included in the terms defined in paragraphs (b)(1) through (6) shall participate in any official action directly or indirectly affecting a business

in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) *Acquiring financial interests.* No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) *Recommending professional services.* No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) *Continuing application after city service.*

- (1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.
- (2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.
- (3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.
- (4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise,

during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) *City attorney to render opinions on request.* Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

END OF SECTION

## **EXHIBIT #I**

**Maps of City of South Miami Metered Parking Spaces.**

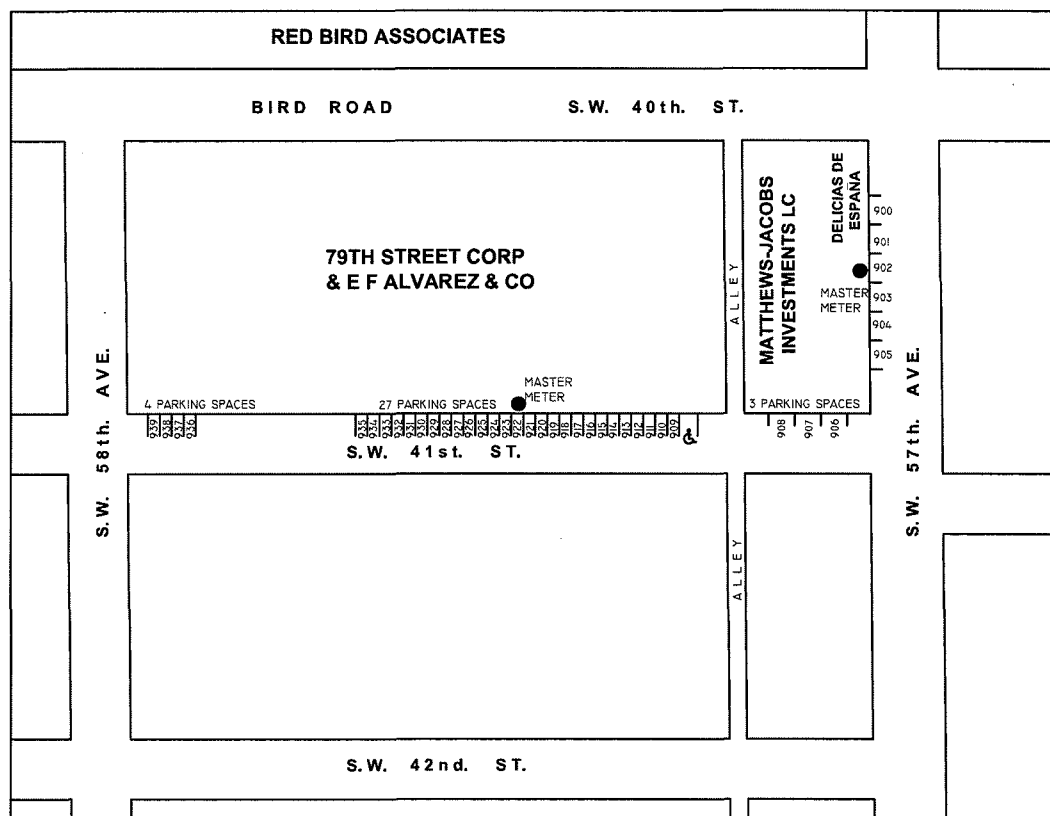




Scale 1"=100'

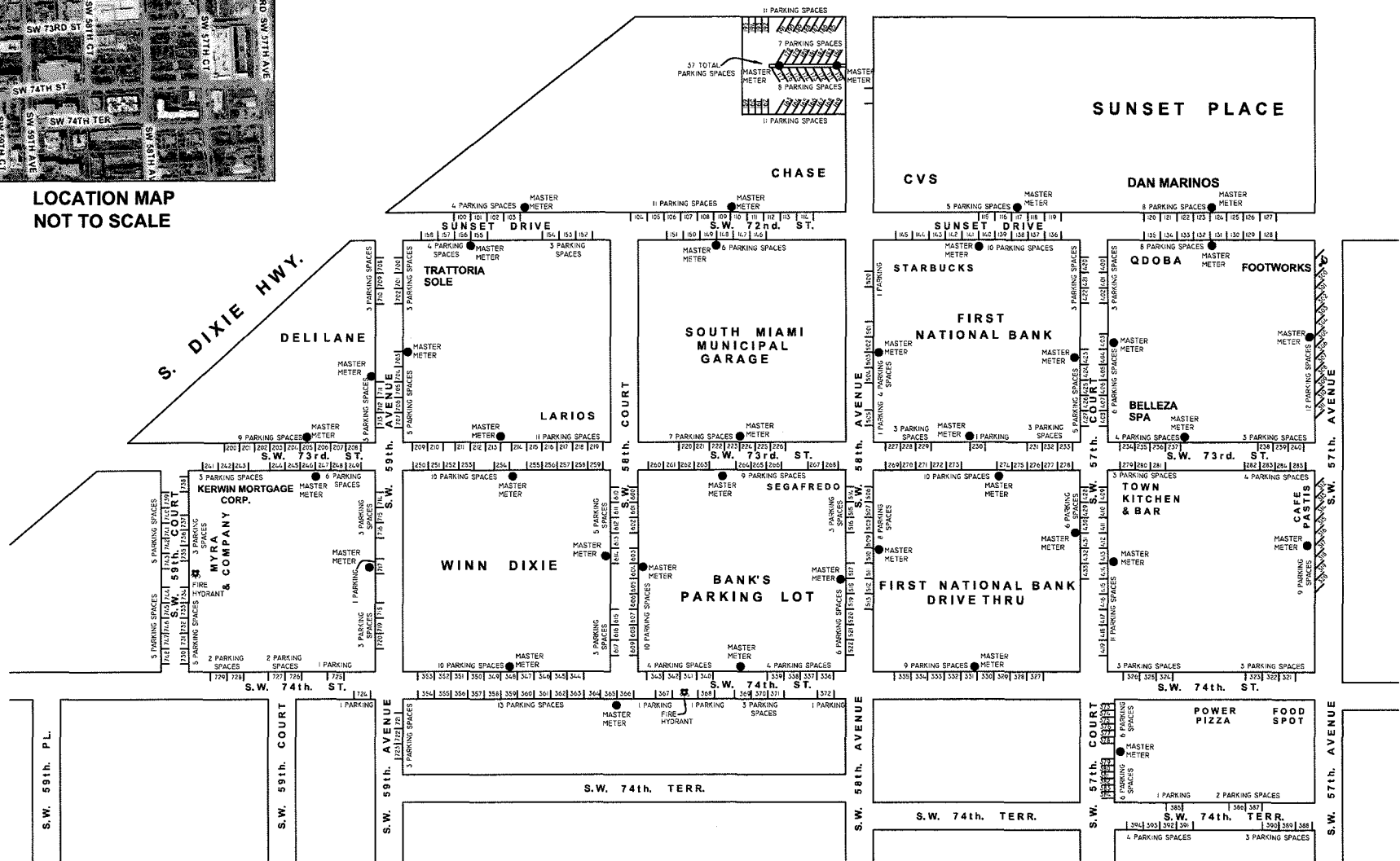
# CITY OF SOUTH MIAMI MASTER METERS

## BIRD ROAD AREA



LOCATION MAP  
NOT TO SCALE

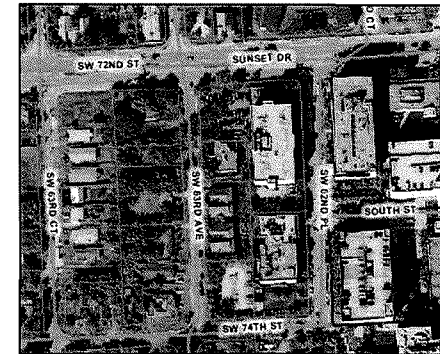
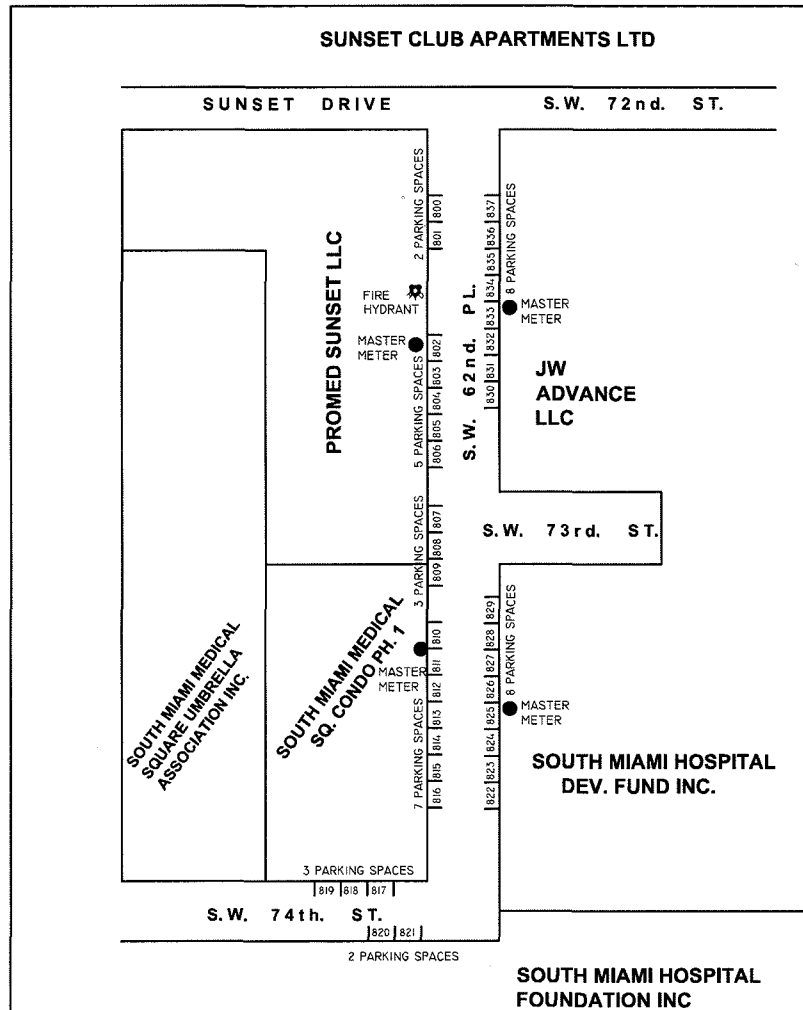
Scale 1"=100'





# CITY OF SOUTH MIAMI MASTER METERS

## HOSPITAL AREA



**LOCATION MAP  
NOT TO SCALE**

## **EXHIBIT #2**

### **Map of Downtown Wire Mesh Network**

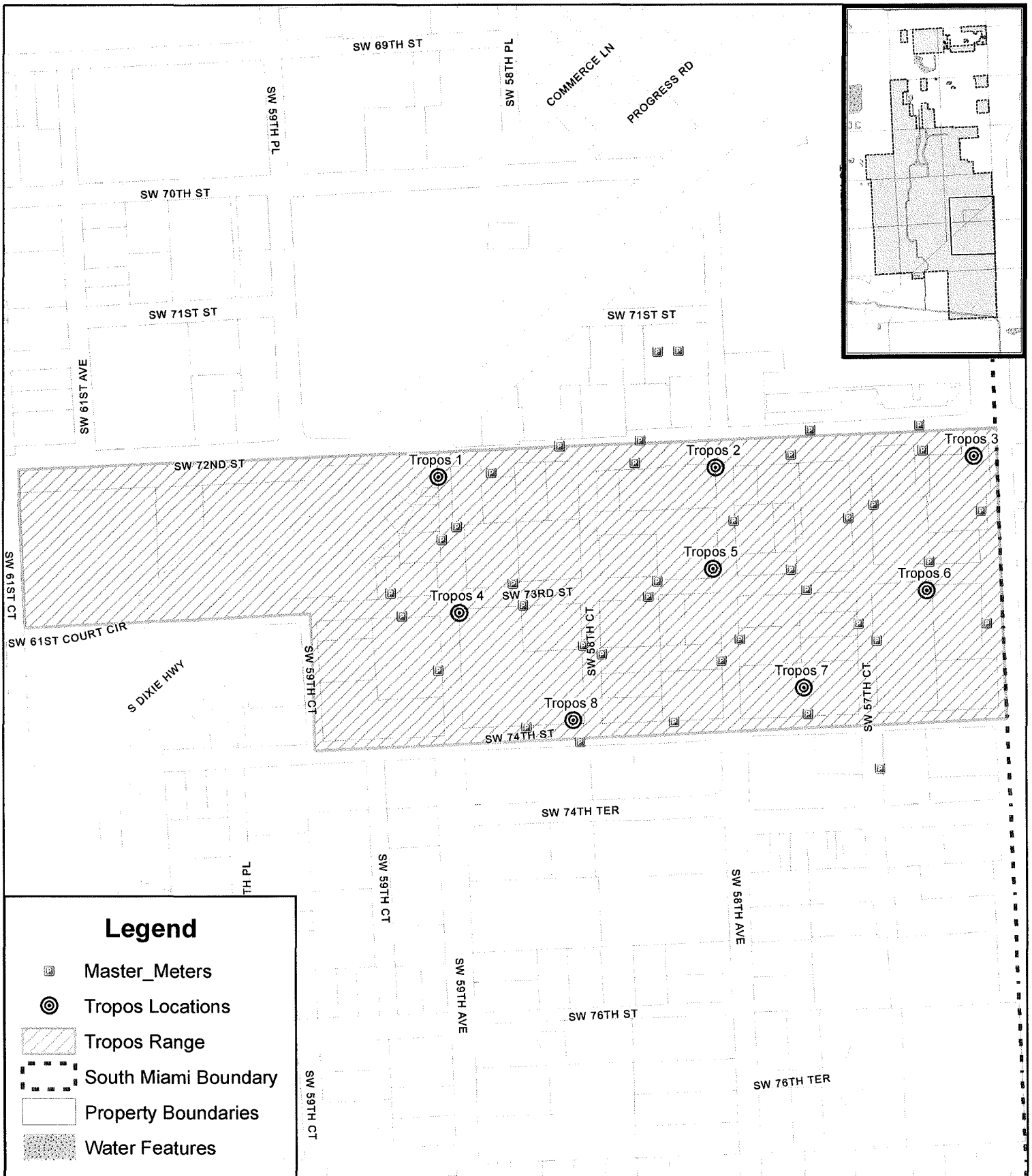


# City of South Miami

Department of Central Services



0 80 160 320 480 640 Feet



Date: 5/13/2013

Made by



IMMERSIVE SOLUTIONS

## **EXHIBIT #3**

### **[THIS CONTRACT IS SUBJECT TO THE APPROVAL OF THE CITY COMMISSION]**

### **CONTRACTOR SERVICES AGREEMENT FOR PARKING MANAGEMENT SERVICES**

THIS CONTRACT is made between \_\_\_\_\_, a Florida corporation, ("CONTRACTOR") and the City of South Miami, a Florida municipal corporation, ("CSM") through CSM's City Manager (who shall hereinafter be referred to as "City"), on this \_\_\_\_ this day of \_\_\_\_\_ 2013.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Provisions: The CONTRACTOR shall not commence performance of the Scope of Services ("WORK"), as described in the Attachment "A" to this Contract, until a Notice to Proceed is issued.
2. Contract Documents and Precedence. The Contract Documents shall include the Request for Proposal, including all attachments and affidavits to the solicitation ("RFP"), the Response to the RFP, including all attachments and affidavits to the Response ("Response to RFP"), and this agreement, including all attachments to this agreement ("Contract"). In the event that there is a conflict between any of the Contract Documents, this Contract shall prevail. In the event that there is a conflict between the RFP and the Response to RFP, the RFP shall take precedence over the Response unless the City consents in writing to the terms that are in conflict.
3. Services. The professional services to be provided by the CONTRACTOR shall be as set forth in the Scope of the Work, which has been marked as Attachment "A" and made a part of this Contract by reference.
4. Term of Contract. The term of this contract shall be five (5) years commencing on the Effective Date of the Contract.
5. Basis of Compensation. The fees for Services for the WORK are as set forth on Attachment "B", which is attached to this Contract and made a part thereof by reference.
6. Payment and Partial Payments. In the event that the contract price is not a lump sum, the CONTRACTOR shall submit an original invoice to the City for each payment certifying the percentage of the WORK completed by the CONTRACTOR. The amount of the invoice submitted shall be the amount due for all WORK performed and unpaid to the date of the invoice, as certified by the CONTRACTOR. The term "certified" as used in this contract, shall mean that the certified information or document must be submitted to the City with a statement made under penalty of perjury and confirming that the information or contents of the document is true and accurate. The initial invoice shall include CONTRACTOR's W-9 and if the information on the form should change, an updated W-9

shall be provided with the next invoice following the change. The amount of the invoices submitted shall be the amount due for all WORK performed to date, as certified by the CONTRACTOR. The request for payment shall include the following information:

- a) PARKING MANAGEMENT SERVICES Project Name and CONTRACTOR's Name.
- b) Total Contract amount (CONTRACTOR's lump sum negotiated), if applicable.
- c) Amount previously billed.
- d) Amount due this invoice.
- e) Balance remaining for term of the Contract.
- f) Summary of work done this billing period.
- g) CONTRACTOR's Invoice number and date.
- h) CONTRACTOR's W-9

7. Right of Decisions. All services shall be performed by the CONTRACTOR to the satisfaction of the City's representative, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Contract, the prosecution and fulfillment of the services, and the character, quality, amount and value and the City's representative's decisions upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties unless such determination is clearly arbitrary or unreasonable. In the event that the CONTRACTOR does not concur in the judgment of the representative City as to any decisions made by him, he shall present his written objections to the City Manager and shall abide by the decision of the City Manager, unless the decision is clearly arbitrary and unreasonable. Any issue that is debatable shall be resolved in favor of the City's decision.

8. Ownership of Documents. All reports and reproducible documents, and other data developed by the CONTRACTOR for the purpose of this Contract shall become the property of the City without restriction or limitation in connection with the City's use, and occupancy of the project if applicable. The City may reuse these documents without the need for consent of the CONTRACTOR. When each individual section or phase, if any, of the WORK under this Contract is complete, all of the above applicable data shall be delivered to the City. At any time during the course of the Work, all such reports, documents and data shall be delivered to the City upon demand by the City.

9. Audit Rights. The City reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the execution of the WORK and for a period of five (5) years after final payment is made.

10. Subletting or Assigning. The CONTRACTOR shall not sublet, assign, or transfer any WORK under this Contract or any of the services to be performed by it hereunder, without the prior written consent of the City. Any assignment or subcontracting in violation hereof shall be void and unenforceable and shall be deemed a material breach of this Contract. The CONTRACTOR shall be as fully responsible to the City for the acts and omissions of its subcontractors and/or assigns, if any, or sub-consultants, as it is for the acts and omissions of people directly employed by it. The CONTRACTOR shall require each subcontractor or assigns, if any, CONTRACTOR or sub-consultant, approved by the City, to agree in its contract to observe and be bound to the City by all obligations and conditions of this Contract to which CONTRACTOR is bound.

11. Personnel. All CONTRACTOR personnel fulfilling the terms of this Contract, shall be employed solely by the CONTRACTOR and be employees of the CONTRACTOR. CONTRACTOR agrees to pay the following for CONTRACTOR employees: Wages, Income tax withholdings, Social security

withholdings, State unemployment insurance, Federal unemployment insurance, and Workmen's compensation insurance. CONTRACTOR shall train personnel. Personnel not performing up to the standards of the City will be replaced by the CONTRACTOR immediately.

12. **Lobbyist Representations.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of these representations, the City shall have the right to annul this contract without liability.

13. **Termination of Contract.** It is expressly understood and agreed that this contract may be terminated for the following reasons or conditions:

A. City may terminate this Contract without penalty by declining to issue the Notice to Proceed.

B. The Contract may be canceled at any time by the City without cause, upon a **thirty (30) day** written cancellation notice. The CONTRACTOR may terminate this Agreement without cause upon 120 days written notice to the City. Upon termination, the City shall be entitled to a refund of any monies paid to CONTRACTOR for work that was not performed. The CONTRACTOR shall be entitled to payment equal to the percentage of the work satisfactorily completed by the CONTRACTOR and accepted by the City.

C. Upon notice of such termination, the City shall determine the amounts due to the CONTRACTOR for services performed up to the date of termination. The CONTRACTOR shall not be entitled to payment for Work performed after the termination date. The CONTRACTOR shall not be entitled to any lost profits under any circumstances.

D. After receipt of a notice of termination, and except as otherwise directed, the CONTRACTOR shall stop all Work under this Agreement, as of the date specified in the notice of termination and if no date is specified, then on and after the 121st day following the receipt of the notice of termination.

E. The City may terminate this Agreement upon five (5) days written notice if the CONTRACTOR defaults on any material term of this Agreement. The materiality of the default shall be determined by the City, in the City's sole and absolute discretion..

F. The CSM shall not be required to pay the CONTRACTOR until it has delivered to the City all the documents and data relevant to the Work. The CONTRACTOR's acceptance of the payment in full of the CONTRACTOR's invoice, shall be irrebuttable presumption that the CONTRACTOR has received full payment for all goods and services rendered to the date of that invoice and pursuant to the terms and conditions of the Contract.

G.

14. **Notice of Claims.** If the CONTRACTOR has a claim arising out of this Contract and/or the Work contemplated by or performed pursuant to this Contract, a Notice of Claim shall be made in writing and delivered to the City within twenty one (21) days of the date when the CONTRACTOR knew or should have known of the claim. The delivery of the claim shall be accomplished in the same manner as delivery of a "notice" or "notification".



- A. Any claim for which a Notice of Claim is not timely filed shall be deemed waived.
- B. In any event, the CONTRACTOR shall not be entitled to delay damages or consequential damages and his sole compensation for a Default by the City causing a delay shall be termination of the Contract and/or compensation provided by this Contract for any completed services and an extension of time to complete the Work equal to the number of days of delay caused by the City. In the event partial payment has been made for such services not completed, the CONTRACTOR shall return such sums to the City within ten (10) days after notice that said sums are due.
15. Insurance and Indemnification. The CONTRACTOR shall comply with all requirements set forth in the City's standard insurance and indemnification requirements, as set forth in the attached Attachment "C"
16. Codes, Ordinances and Laws. CONTRACTOR agrees to provide its services during the term of this Contract in accordance with all applicable laws, rules, regulations, and health and safety standards of the federal, state, county and City, which may be applicable to the service being provided.
- A. The CONTRACTOR is required to complete and sign all affidavits, including Public Entity Crimes Affidavit form (attached) pursuant to FS 287.133(3) (a), as required by the solicitation applicable to this Contract. CONTRACTOR shall comply with the Drug Free Workplace policy set forth in the CSM solicitation for this Contract, which is made a part of this Contract by reference.
- B. The City of South Miami's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation, to require proof of valid citizenship or, in the alternative, proof of a valid green card or other lawful work permit for each person employed in the performance of work or services for or on behalf of the City including persons employed by any independent contractor. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.
17. Taxes CONTRACTOR shall be responsible for all payments of federal, state, and/or local taxes related to the Work, inclusive of sales tax if applicable.
18. Independent Contractor. CONTRACTOR is an independent entity under this Contract and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.
19. Licenses and Certifications. CONTRACTOR shall secure all necessary business and professional licenses at its sole expense prior to executing the Contract.
20. Entirety of Contract. This Contract constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, representation or negotiation, written or oral, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, amendment or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto, and approved by the City Commissioner if required by municipal ordinance or charter. This Contract shall be binding upon and inure to the benefit of the

CSM and CONTRACTOR and to their respective heirs, successors and assigns.

21. **Jury Trial.** City and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either of them may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of the Contract Documents or the performance of the Work thereunder.

22. **Attorney Fees.** In the event of any litigation between the parties arising out of or relating in any way to this Contract or a breach thereof, each party shall bear its own costs and legal fees. Nothing contained herein shall restrict the City of South Miami's right to indemnification for attorney fees incurred by the City of South Miami as set forth in the indemnification provisions of this Contract.

23. **Non-Waiver of Sovereign Immunity.** Notwithstanding anything contained in the Contract to the contrary, nor any statement, act or omission of a City officer, Commission member or employee, shall be construed to be a waiver of the City's right to the protection of sovereign immunity.

24. **Validity of Executed Copies.** This Contract may be executed in several counterparts, each of which may be construed as an original.

25. **Rules of Interpretation.** Throughout this Contract the male pronoun may be substituted for female and neuter and the singular words substituted for plural and plural words substituted for singular wherever applicable. Any heading preceding the text of the paragraphs of this Contract are inserted solely for the convenience of reference and shall not constitute a part of this Contract nor shall they affect its meaning, construction or effect. This Contract shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

26. **Severability.** If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

27. **Non-Waiver.** City and CONTRACTOR agree that no failure to exercise and no delay in exercising any right, power or privilege under this Contract on the part of either party shall operate as a waiver of any right, power, or privilege under this Contract. No waiver of this Contract, in whole or part, including the provisions of this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this Contract. Any waiver of any term, condition or provision of this Contract will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.

28. **No Discrimination.** No action shall be taken by the CONTRACTOR which would discriminate against any person on the basis of race, creed, color, national origin, religion, age, sex, familial or marital status, ethnicity, sexual orientation or disability.

29. **Equal Employment.** In accordance with Federal, State and Local law, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin or disability. The CONTRACTOR shall comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract. The

CONTRACTOR shall take affirmative action to ensure that such discrimination does not take place and the CONTRACTOR shall ensure that the foregoing provisions are included in all subcontracts or contracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

30. Governing Laws. This Contract and the performance of services hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.

31. Effective Date. This contract shall become effective upon the execution of the contract by the City Manager.

32. Third Party Beneficiary. It is specifically understood and agreed that no other person or entity shall be a third party beneficiary hereunder, and that none of provisions of this Contract shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

33. Further Assurances. The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of the Contract.

34. Ownership of Preliminary and Final Records. All preliminary and final documentation and records shall become and remain the sole property of the CSM. The CONTRACTOR shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the CSM. In the event of termination of the agreement, the CONTRACTOR shall cease work and deliver to the CSM all documents (including reports and all other data and material prepared or obtained by the CONTRACTOR in connection with the CSM Parking Management Services RFP.

35. Time of Essence. Time shall be of the essence with regard to all action to be taken under the terms of this Contract and no extension of time shall be allowed unless the extension of time is provided for in a writing signed by the other party.

36. No Remedy Exclusive. No remedy conferred upon or reserved to any party hereto, or existing at law or in equity, shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or hereafter existing at law, in equity or by statute.

37. Force Majeure. Neither party hereto shall be in default for the failure to perform its obligations under this Contract if caused by acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated (hereinafter referred to as "force majeure"). Each party shall notify the other of any such force majeure within ten (10) days of the occurrence. Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure which may include weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the work as soon as reasonably possible.

38. Project Records. The City shall have right to inspect and copy during regular business hours at

City's expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, CONTRACTOR shall provide City access to its books and records upon five (5) business days written notice.

39. ACCESS TO PUBLIC RECORDS. CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project. CONTRACTOR and its subcontractors are specifically required to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

40. Notices. Any notices, reports or other written communications from either party shall be considered delivered when received by the other party or its authorized representative. Whenever notice shall be required or permitted herein, it shall be delivered in such a manner that there is written proof of delivery (including electronic, digital or other similar record that is capable of being produced) including but not limited to certified mail with a return receipt, hand delivery, e-mail, facsimile transmission or other type of transmission that provides a record of transmission and receipt. Certified mail shall be sent with return receipt requested and shall be deemed delivered on the date shown on the postal delivery confirmation or the date shown as the date same was refused or unclaimed. Hand deliver to the City shall not be sufficient notice for any purpose unless a copy of the notice is produced with the official City Clerk's date and time stamp appearing upon it. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To CITY:

City Manager, Steven Alexander  
6130 Sunset Dr.  
South Miami, FL 33143

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

With copies by U.S. mail to:

City Attorney, Thomas Pepe, Esquire  
6130 Sunset Dr.  
South Miami, FL 33143

Tel: (305) 667-2564  
Fax: (305) 341-0584  
E-mail: tpepe@southmiamifl.gov

TO CONSULTANT/CONTRACTOR:

IN WITNESS WHEREOF, the parties have set their hands on the date set forth below their name.

Witness: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTESTED: OWNER: CITY OF SOUTH MIAMI

By: \_\_\_\_\_  
Steven Alexander, City Manager

By: \_\_\_\_\_  
Maria M. Menendez, CMC  
City Clerk

Dated: \_\_\_\_\_

Read and Approved as to Form, Language,  
Legality and Execution thereof:

By: \_\_\_\_\_  
Thomas F. Pepe, Esq.  
City Attorney

**ATTACHMENT “A”**

**SCOPE OF SERVICES**

**As published in City of South Miami’s RFP #FN-2014-01**

**ATTACHMENT “B”**

**PRICE PROPOSAL SHEET**

**“TO BE SUPPLIED BY PROPOSER”**

## **ATTACHMENT "C"**

### **INSURANCE AND INDEMNIFICATION**

#### **1.1 Insurance –**

- A. Without limiting its liability, the vendor, contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

#### **2.1 Firm's Insurance Generally**

The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

- A. Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub- Contractors or assigns, or by any person employed or retained by him in connection with this Contract. This insurance shall be maintained for four years after completion of the construction and



acceptance of any Project covered by this Contact. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable.

- B. Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.
- C. Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:
- Personal Injury: \$1,000,000;
  - Medical Insurance: \$5,000 per person;
  - Property Damage: \$500,000 each occurrence;
  - Automobile Liability: \$1,000,000 each accident/occurrence.
  - Umbrella: \$1,000,000 per claim
- D. Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (1) Premises and Operation
  - (2) Independent Contractors
  - (3) Products and/or Completed Operations Hazard
  - (4) Explosion, Collapse and Underground Hazard Coverage
  - (5) Broad Form Property Damage
  - (6) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  - (7) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- E. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional Two Million Dollar (\$2,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:
- (1) Owned Vehicles.
  - (2) Hired and Non-Owned Vehicles

(3) Employers' Non-Ownership

**3.1 SUBCONTRACTS:**

The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 above and 5.4 below and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

**4.1 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:**

- A. In the event that this contract involves the construction of a structure by the FIRM, the FIRM shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Property Insurance including Vandalism & Malicious Mischief coverage, on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the FIRM, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in Section 5.4 herein below shall apply to this coverage unless it would be clearly not applicable.

**5.1 Miscellaneous:**

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY, as well as contractual liability provision covering the Contractors duty to indemnify the CITY as provided in this Agreement.
- D. Before starting the Work, the FIRM shall deliver to the CITY and FIRM certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All

insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

- (1) a policy provision or an endorsement with substantially similar provisions as follows:

"The City of South Miami is an additional insured. The insurer shall pay all sums that the City of South Miami becomes legally obligated to pay as damages because of 'bodily injury', 'property damage', or 'personal and advertising injury' and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B";

- (2) (b) a policy provision or an endorsement with substantially similar provisions as follows:

"This policy shall not be cancelled (including cancellation for non-payment of premium), without first giving the City of South Miami ten (10) days advanced written notice of the intent to cancel or terminate the policy for any reason."

#### 6.1 Indemnification

- A. The FIRM accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the FIRM or anyone acting through or on behalf of the FIRM.
- B. The FIRM shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the FIRM, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the FIRM's obligations under this AGREEMENT or which arises out of or is concerning the use of CITY property or the service, operation or performance of any work that is being performed for the CITY or of any event that is occurring on the CITY's property.

- C. The FIRM shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the FIRM, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the FIRM's obligations under this AGREEMENT..
- D. The FIRM agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the FIRM, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.
- E. The FIRM has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

**END OF DOCUMENT**

## **ADDENDUMS #1 THROUGH #7**



### **ADDENDUM No. #1**

Project Name: Parking Management Services  
RFP NO. FN-2014-01  
Date: May 5, 2014  
Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Request for Proposal (RFP) Documents, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

#### **Contractor Management Services**

##### **Question #1:**

Item (d) The section refers to "documenting and reporting expense and revenues" – In what format is the City looking to receive these reports? Can you provide samples of same?

##### **Answer to Question #1:**

The City expects the contractor to have knowledge related to the Digital Parking pay station "EMS" system which generates stall reports. The expenses related to the Parking program will be administered by the City; hence, the expense reports can be disregarded by the contractor.

##### **Question #2:**

Item (g) The section refers to "Maintaining a local office within the Operations Area," – Is this local office to be in addition to the designated work space that the City has indicated that they will provide? If so, please define the "Operations Area" and size/specification of office required?

**Answer to Question #2:**

As stated on page 4, the City will be providing the contractor a designated workspace during the period of the agreement. However, it is the responsibility of the contractor to continuously maintain the local office within the Operations Area.

**Question #3:**

The section refers to "...and providing an internet site accessible to the public, for the purpose of issuing permits, collecting revenues, and providing public information. Does the City have a budget in mind for the website and will it be integrated with the City's own website?

**Answer to Question #4:**

The City provides a section within its respective website for parking. It is the contractor's responsibility as any information which is placed on the site changes, to notify Finance so that they may incorporate the change in an effort to avoid parking misinformation.

**Question #5:**

The section refers to "Responding to parking complaints and to public inquiries about all facets of the parking program, in a timely fashion and in accordance with the City's policies regarding customer service." Please provide a copy of the City's policies regarding customer service.

**Answer to Question #5:**

**3.2 Customer Service Policy**

The City recognizes that customer service and satisfaction is a high priority. Employees are expected to treat citizens, visitors, vendors, co-workers, and guest with the highest level of courtesy and respect. Employees are required to devote full efforts to resolving customer issues and to conduct themselves in a manner befitting the City of Pleasant Living.

**Question #6:**

**#7 – Item (v) SERVICE LEVEL AGREEMENT (SLA)** In order to maintain the SLA please provide the followings:

**Answer to Question #6:**

- a) An inventory of spare parts for both single space meters and pay stations

**See attached resolution 203-11-13517**

- b) copy of the vendor warranty and current warranty status for each of the Pay Stations

**See attached resolutions: 247-12-13804**

**202-11-13516**

**204-11-13518**

- c) 24 month repair history for all pay station

**See Attached RMA Report.**

**Question #7:**

What is the enforcement service schedule for each Friday as the RFP does not specify?

**Answer to Question #7:**

The enforcement schedule is Friday 9 am – 2:00 am

**Question #8:**

**MINIMUM SERVICES REQUIRED**

“All meters shall be repaired 24 hours of identified as malfunctioning.” This conflicts with 7 – Item (v) SLA – please clarify.

**Answer to Question #8:**

Please provide the page number and exact location of the conflicts.

**Question #9:**

“Provide weekly, monthly and annual reports to the City.”

**Answer to Question #9:**

The City at times will be requesting reports related to the Parking Pay Stations or certain other types of reports which will need to be created or tracked for a period of time. No exact format exists and at times will need to be developed in an effort to meet the City’s objective(s).

**Question #10:**

What specific reports are the City requiring to be submitted? Can you provide samples of same?

**Answer to Question #10:**

The City has no current sample to provide.



**Question #11:**

“Collection, counting and depositing of revenue.” Will the City be providing a secure money counting room for the operator to perform these services?

**Answer to Question #11:**

The contractor will be responsible to collect and deposit the funds at the City’s designated bank. The counting will be performed by the bank itself.

**Question #12:**

“Provide specialized training and certification for maintenance and repair personnel.” What certification is the City seeking for the staff to have attained?

**Answer to Question #12:**

The City is expecting the contractor’s personnel to learn and understand the repair basics related to the City’s existing Duncan single meter heads and Digital Parking Meters. No certification is required.

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE  
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**



## **ADDENDUM No. #2**

Project Name: Parking Management Services  
RFP NO. FN-2014-01  
Date: May 5, 2014  
Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Request for Proposal (RFP) Documents, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

**The purpose of this Addendum is to correct the Scope of Services, Section 7. "Staffing, Operational & Holiday Hours:**

Sunday – Thursday;	9:00am - 12:00am (midnight)
Friday - Saturday;	9:00am - 2:00am

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE  
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**



### **ADDENDUM No. #3**

Project Name: Parking Management Services

RFP NO. FN-2014-01

Date: May 9, 2014

Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Request for Proposal (RFP) Documents, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

Please refer to the attached "**Minimum Staffing Requirements**" which is an added condition to the RFP and hereby made a part of this RFP.

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE  
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**

## **“Minimum Staffing Requirements”**

A **Parking Manager** must be made available to the public Monday through Friday from 9 AM to 5 PM. It is critical that a Parking Manager be physically available to discuss parking permits, violations, and parking enforcement complaints.

A minimum number of parking enforcers:

### **Monday through Thursday:**

- I 9 AM through 5 PM
- I 4 PM through 12 AM

### **Friday**

- I 9 AM through 2 PM
- I 12 PM through 8 PM
- I 6 PM through 12 AM
- I 6 PM through 2 AM

### **Saturday**

- I 9 AM through 5 PM
- I 2 PM through 10 PM
- I 6 PM through 2 AM

### **Sunday**

- I 9 AM through 5 PM
- I 4 PM through 12 AM

**PLEASE NOTE:** The Parking Manager is independent of the Parking Enforcers. The Parking Manager is in-charge of the Parking Enforcers and the liaison between the Parking Operator Company and the City. The above times and number of required enforcers is subject to change with approval of the City.



#### **ADDENDUM No. #4**

Project Name: Parking Management Services  
RFP NO. FN-2014-01  
Date: May 9, 2014  
Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Request for Proposal (RFP) Documents, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

#### **Question #1:**

Can the City provide the current staffing schedule?

#### **Answer to Question #1:**

Please refer to Addendum No. 3.

#### **Question #2:**

In regards to the RFP Format, is the City requesting that the Contractor only submit and address the items outlined on pages 12-14 "Format"?

#### **Answer to Question #2:**

This section is titled, "Submission Requirements" and addresses the format for submission of proposals.

#### **Question #3:**

Would the City allow a new parking provider the use of the current parking providers office to address citations, payments, etc?

#### **Answer to Question #3:**

Yes, the current offices are located within the City Hall building.

**Question #4:**

As outlined in the RFP, questions are due no later than 5/13 with the City's response by 5/15. Deadline to submit the bid is 5/16. Is the City open to moving the deadline to accommodate review of the City's response to questions?

**Answer to Question #4:**

No.

**Question #5:**

What is the ratio breakdown of revenue for on-street collections and on-street violations?

**Answer to Question #5:**

See Attached Parking Revenues, FY 2013 and FY 2014 City of South Miami Adopted Budget.

**Question #6:**

The City has seen an increase in parking revenue over the last three years. What contributes to the increase? Did the rates change?

**Answer to Question #6:**

This question is outside the scope of this engagement.

**Question #7:**

What type of equipment does the City currently use to process violations? Does the City use a specific hand-held unit (name/brand)?

**Answer to Question #7:**

The brand name of the equipment is Duncon Autocities provided by Miami-Dade County.

**Question #8:**

What is the name and brand of the parking pay stations/meters?

**Answer to Question #8:**

The brand name of the parking pay station/meters is Digital Parking.

**Question #9:**

May we see a copy of the contract with your current provider?

**Answer to Question #9:**

A copy of the current Parking Enforcement Contract is attached.

**Question #10:**

Does the City require a separate location number for the garage and each on-street location listed on the area map in the RFP?

**Answer to Question #10:**

The City does not understand the question.

**Question #11:**

Is there a reason why the City is waiting until September 30<sup>th</sup>, 2014 to connect to the Wi-Fi network?

**Answer to Question #11:**

There is no reason.

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE  
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**



### **ADDENDUM No. #5**

Project Name: Parking Management Services  
RFP NO. FN-2014-01  
Date: May 12, 2014  
Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Request for Proposal (RFP) Documents, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

The following are our questions regarding the Parking Management Services RFP:

#### **Question #1:**

Is the Operator to provide the citation management software and ticketing issuing devices for parking enforcement? If the City is providing, which software and hardware will the City be providing for the Operator to use in parking enforcement?

#### **Answer to Question #1:**

The City does not provide the parking enforcement equipment or software, Miami-Dade County provides Duncan AutoCITE X3.

#### **Question #2:**

Is the financial structure of this RFP the same as the previous RFP?

#### **Answer to Question #2:**

The City is not sure what is being requested.

#### **Question #3:**

Please provide the current contract price in place for the previous year.



**Answer to Question #3:**

Please refer to Addendum #4.

**Question #4:**

On pg 4 of the RFP it states that the City will provide “a designated workspace”. Please clarify, is this the management office of the Operator?

**Answer to Question #4:**

Please refer to Addendum #1 and Addendum #4.

**Question #5:**

Which vehicles will the City provide the Operator per pg 4 of the RFP?

**Answer to Question #5:**

One Crown Victorian, One Cushman vehicle, Two GEM electric vehicles,

**Question #6:**

What expenses are to be included in the All Inclusive Fee?

**Answers to Question #6:**

- a. Payroll? **City Response: Yes**
- b. Insurance? **City Response: Yes**
- c. Meter equipment, spare parts, replacement meters? **City Response: No**
- d. Fuel? **City Response: No**
- e. Uniforms? **City Response: The City provides the polo shirts only, the rest is required to be provided by the parking operator**
- f. Credit card fees? **City Response: No**
- g. Signage? **City Response: No**
- h. Cleaning supplies? **City Response: No**
- i. Office supplies? **City Response: No**
- j. Cell phone, internet, data charges? **City Response: City does not provide cell phone(s) to the operator. Internet will be provided by the city.**

**Question #7:**

Have any efforts been made to date to address scofflaws? Booting? Towing?

**Answer to Question #7:**

Yes.

**Question #8:**

Please provide the current citation payment collection rate.

**Answer to Question #8:**

The requested information is not available to provide.

**Question #9:**

What is the current unpaid balance of parking citations for the City?

**Answer to Question #9:**

The requested information is not available to provide.

**Question #10:**

How are appeals handled for parking citations currently?

**Answer to Question #10:**

Appeals for parking citations are handled by Miami-Dade County.

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE  
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**



## **ADDENDUM No. #6**

Project Name: Parking Management Services  
RFP NO. FN-2014-01  
Date: May 12, 2014  
Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Request for Proposal (RFP) Documents, and is hereby made part of the Documents. All requirements of the Documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure Addendums that may be issued for a specific solicitation.

### **Question #1:**

Is the local office mentioned in the RFP and subsequently in Addendum #1 located within City Hall or in City offices?

### **Answer to Question #1:**

Please refer to Addendum #1 and Addendum #4.

### **Question #2:**

Can the City provide a complete inventory of owned equipment, computers, vehicles, and tools that will be available for the use by the operator?

### **Answer to Question #2:**

One Crown Victorian, One Cushman vehicle, Two GEM electric vehicles, One PC with printer, 6 Duncan AutoCITE X3 handhelds, one desk, one chair and a landline phone.

### **Question #3:**

Copy of the 2013 and 2014 line-item approved budget for all parking services that would be comparable to this RFP

**Answer to Question #3:**

Refer to Addendum #5.

**Question #4:**

Copy of the Actual costs incurred by the City for 2013 and 2014 (YTD) for parking services.

**Answer to Question #4:**

Refer to Addendum # 5.

**Question #5:**

Please provide a complete inventory and placement of all multi-space meter and single-space meters within the South Miami city limits.

**Answer to Question #5:**

No such complete inventory record exists. The multiple space meters are located within the maps provided within the RFP.

**Question #6:**

Who is the merchant of record for all Credit card transactions; DPT and Pay-by-Phone?

**Answer to Question #6:**

Chase Paymentech.

**Question #7:**

Can you provide us with a list of all current parking operators' staff and their respective schedule?

**Answer to Question #7:**

Current operator has approximately 7 staff members designated to the City; the schedule for their designated staff varies.

**Question #8:**

What are the current adoption levels for Pay-by-Phone and when did the City first implement the program?

**Answer to Question #8:**

Pay-by-Phone was implemented in 2011 for the parking spaces designated for the multiple spaces parking only. No current plans are in place to expand, but that can change at any time.

**Question #9:**

The RFP suggests the Operator may be required to finance new equipment purchases on behalf of the City. What is the City's capital improvement plan budget for the initial term of the upcoming budget?

**Answer to Question #9:**

Please provide the section within the RFP which makes such suggestion.

**Question #10:**

What is the geographical boundary of the Operations Area?

**Answer to Question #10:**

The operator's boundaries are the entire City's boundaries.

**Question #11:**

How many spaces are controlled by the Master Meters?

**Answer to Question #11:**

Approximately 480 pay-by-space parking spaces.

**Question #12:**

How many single space meters are still on the street?

**Answer to Question #12:**

Approximately 287.

**Question #13:**

Is the collections and maintenance of those meters within the municipal parking garage, part of this RFP?

**Answer to Question #13:**

No.

**Question #14:**

RFP 4-B. Collecting, accounting for, and depositing with the City, residential parking permit fees, meter fees, citations payments, including penalties, and any other parking program revenue. Q. Doesn't the County collect Parking Citations payments, including penalties?

**Answer to Question #14:**

Yes.

**Question #15:**

Are the resolutions provided, 247-12-13804, 202-11-13516, and 204-11-13518 being extended for the life of this contract? a. If so, is the rate still \$250/meter/year.

**Answer to Question #15:**

There is no guarantee the Resolutions will be extended for the life of this contract.

**Question #16:**

Are the LUKE meters on an extended warranty plan with Digital Payment Technologies directly?

**Answer to Question #16:**

Yes, for the time being.

**Question #17:**

Who is responsible for the parts replacement of the single space meters and the multi-space meters, including labor?

**Answer to Question #17:**

The Parking Operator is responsible for any part replacement related to the single meter heads and any minor replacements related to the multi-space meters.

**Question #18:**

Who is responsible for the repairs and maintenance of all of the equipment provide by the City?

**Answer to Question #18:**

The City.

**Question #19:**

Will the City be able to use the New Wifi network for meter communication? If so, will there be a charge to the City for this service?

**Answer to Question #19:**

Yes, the City will be able to use the new Wifi network for meter communication. No, there will not be a charge to the City for this service.

**Question #20:**

Under the current operator's contract are there any unamortized amounts for equipment they have bought on behalf of the city that will be transferred to any potential new operator? If so, please provide a description of the equipment and the amount which will need to be transferred.

**Answer to Question #20:**

No.

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE  
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**



### **ADDENDUM No. #7**

Project Name: Parking Management Services  
RFP NO. FN-2014-01  
Date: May 13, 2014  
Sent: Fax/E-mail/webpage

This addendum submission is issued to clarify, supplement and/or modify the previously issued Request for Proposal (RFP) documents, and is hereby made part of the documents. All requirements of the documents not modified herein shall remain in full force and effect as originally set forth. It shall be the sole responsibility of the bidder to secure addendums that may be issued for a specific solicitation.

One last question regarding this RFP:

#### **Question #1:**

The contract provided in the Addenda states a current Management Fee of \$203,008.80 payable to Contractor (LAZ), however, the LAZ Proposal attached to the contract proposed at Management Fee of \$311,700. Could you please provide an explanation of what changed from LAZ's proposal to the final contract that resulted in such a dramatic reduction in Management Fee?

#### **Answer to Question #1:**

The discrepancy is attributed to the submission of Best and Final Offers (BAFO) to RFQ #FN090303. Please refer to Addendum # 4, Resolution #121-11-13435, Exhibit C, "Best and Final Offer."

**IT SHALL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO SECURE  
ADDENDUMS THAT MAY BE ISSUED FOR A SPECIFIC SOLICITATION.**



**RESOLUTION #121-11-134453**

**RESOLUTION NO. 121-11-13435**

**A Resolution authorizing the City Manager to execute an agreement for an initial three (3) year period with two (2) one (1) year options to renew with Laz Parking, Inc. for municipal parking management services.**

**WHEREAS**, the City needs to have a professional parking management and operating services to manage and operate the public parking within the City, and in order to enhance customer service, improve revenue collection and improve overall/efficiencies; and,

**WHEREAS**, the City desires to retain Laz Parking, Inc. to perform the required services based on its qualifications, and capability to perform said services in a professional and timely manner and in accordance with the City's goals and requirements; and,

**WHEREAS**, Laz Parking, Inc. has provided and continues to provide management services pursuant to the original municipal parking management contract dated September 16<sup>th</sup>, 2003; and

**WHEREAS**, the City has obtained competitive Requests for Qualifications (RFQ) from Standard Parking, Central Parking Systems, and Laz Parking; and

**WHEREAS** Laz Parking, Inc. was the lowest and most responsive and responsible bidder for the services in question; and

**WHEREAS**, Laz Parking has agreed to perform the required services in accordance with the terms and conditions set forth in the currently proposed agreement.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA;**

**Section 1** The City Manager is hereby authorized to execute the proposed agreement with Laz Parking, Inc. for municipal parking management services.

**Section 2** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 26th day of July 2011

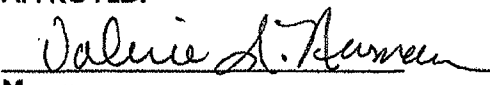
ATTEST:

  
City Clerk

Read and approved as to form  
and sufficiency:

  
City Attorney

APPROVED:

  
Mayor

COMMISSION VOTE:

Mayor	Stoddard	4-0
Vice-Mayor	Newman	absent
Commissioner	Palmer	Yea
Commissioner	Beasley	Yea
Commissioner	Harris	Yea

## **RESOLUTION #36-14-141130**

RESOLUTION NO.: 36-14-14130

**A Resolution authorizing the City Manager to enter into a month to month contract with Laz Parking, Inc., for parking management services.**

**WHEREAS**, the City's and Laz Parking Inc., entered into an agreement for parking management services, expiring March 31, 2014; and

**WHEREAS**, to provide the City time to select a vendor and enter into a new agreement for parking management services, the City and Laz Parking Inc., mutually desire to extend the agreement on a month-to-month basis for a term not to exceed six (6) months, expiring September 30, 2014 at the same terms, conditions and prices identified in Agreement for Parking Management Services; and

**WHEREAS**, the City or Laz Parking, Inc., may terminate the agreement with a written 30 Day Notice to either party, and in all cases, such termination will become effective upon the last day of the month the Notice of Termination is received.

**NOW, THEREFORE, BE IT RESOLVED THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:**

**Section 1.** The City Manager is authorized to enter into a month to month contract, a copy of which is attached to this Resolution, with Laz Parking, Inc., for parking management services for a term not to exceed six (6) months expiring September 30, 2014 at the same terms, conditions and prices pursuant to the Agreement for Parking Management Services, a copy of which is attached to this Resolution, for an amount not to exceed \$16,917.40 per month.

**Section 2. Severability.** If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this resolution.

**Section 3. Effective Date:** This resolution shall take effect immediately upon enactment.

PASSED AND ENACTED this 4th day of March, 2014.

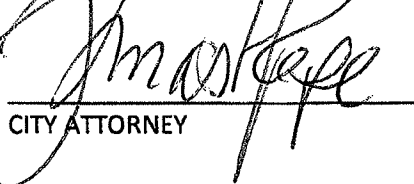
ATTEST:

  
CITY CLERK

APPROVED:

  
MAYOR

READ AND APPROVED AS TO FORM,  
LANGUAGE, LEGALITY AND  
EXECUTION THEREOF

  
CITY ATTORNEY

COMMISSION VOTE:	4-0
Mayor Stoddard:	Yea
Vice Mayor Harris:	absent
Commissioner Welsh:	Yea
Commissioner Liebman:	Yea
Commissioner Edmond:	Yea

**SUN BIZ, LAZ FLORIDA PARKING**

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

LAZ FLORIDA PARKING, LLC

**Filing Information**

Document Number	L07000100284
FEI/EIN Number	261172679
Date Filed	10/02/2007
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/19/2011
Event Effective Date	NONE

**Principal Address**

404 Washington Avenue  
Suite 720  
Miami Beach, FL 33139

Changed: 01/08/2014

**Mailing Address**

15 LEWIS STREET  
C/O LAZ KARP ASSOCIATES, LLC  
HARTFORD, CT 06103

Changed: 04/24/2009

**Registered Agent Name & Address**

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

Name Changed: 03/01/2010

Address Changed: 03/01/2010

**Authorized Person(s) Detail****Name & Address**

Title MGRM

LAZ KARP ASSOCIATES, LLC

15 LEWIS STREET  
HARTFORD, CT 06103

Title PRES

LAZOWSKI, ALAN B  
1010 PROSPECT STREET  
HARTFORD, CT 06103

Title SEC

KARP, JEFFREY N  
36 CLAYPIT HILL ROAD  
WAYLAND, MA 01778

### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2012	02/08/2012
2013	03/05/2013
2014	01/08/2014

### **Document Images**

01/08/2014 -- ANNUAL REPORT

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08/19/2011 -- LC Amendment

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01/06/2011 -- ANNUAL REPORT

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03/01/2010 -- Reg. Agent Change

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02/09/2010 -- ANNUAL REPORT

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04/24/2009 -- LC Amendment and Name Change

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10/02/2007 -- Florida Limited Liability

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10/02/2007 -- Merger

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**2014 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L07000100284

Entity Name: LAZ FLORIDA PARKING, LLC

Current Principal Place of Business:

404 WASHINGTON AVENUE  
SUITE 720  
MIAMI BEACH, FL 33139

Current Mailing Address:

15 LEWIS STREET  
C/O LAZ KARP ASSOCIATES, LLC  
HARTFORD, CT 06103

FEI Number: 26-1172679

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title MGRM  
Name LAZ KARP ASSOCIATES, LLC  
Address 15 LEWIS STREET  
City-State-Zip: HARTFORD CT 06103

Title PRES  
Name LAZOWSKI, ALAN B  
Address 1010 PROSPECT STREET  
City-State-Zip: HARTFORD CT 06103

Title SEC  
Name KARP, JEFFREY N  
Address 36 CLAYPIT HILL ROAD  
City-State-Zip: WAYLAND MA 01778

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: ALAN B. LAZOWSKI

CEO

01/08/2014

Electronic Signature of Signing Authorized Person(s) Detail

Date





## VILLAGE OF PINECREST Public Notice

On Tuesday, July 8, 2014, at 8:00 p.m., the Village Council will conduct the following Public Hearing to be held at the Pinecrest Municipal Center, Council Chamber, 12645 Pinecrest Parkway, Pinecrest, Florida:

Hearing #2014-0708-1. Christ the King Lutheran Church, the applicant, is requesting approval of a conditional use permit and amended site development plan for the establishment of a 14,400 square foot daycare and pre-school/kindergarten for 216 students within an existing building in the PS District with proposed site improvements to include additional landscaping, fencing and improvement of 16 parking spaces for the property located at 11295 Red Road.

All interested parties are urged to attend. Objections or expressions of approval may be made in person at the hearing or filed in writing prior to or at the hearing. Interested parties requesting information are asked to contact the Building and Planning Department by calling 305.234.2121, via e-mail at [planning@pinecrest-fl.gov](mailto:planning@pinecrest-fl.gov) or writing to the department at 12645 Pinecrest Parkway, Pinecrest, Florida 33156. Refer to the Hearing Number when making an inquiry.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Village Clerk at (305) 234-2121 not later than four business days prior to such proceeding.

Should any person decide to appeal any decision of the Village Council with respect to any matter considered at such meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

Guido H. Inguanzo, Jr., CMC  
Village Clerk

[www.pinecrest-fl.gov](http://www.pinecrest-fl.gov)



## CITY OF SOUTH MIAMI COURTESY NOTICE

**NOTICE IS HEREBY** given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for **Tuesday, June 17, 2014** beginning at 7:00 p.m., in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution authorizing the City Manager to enter into a five (5) year contract agreement with Laz Parking, Inc. for an amount not to exceed \$1,120,419 for a five (5) year period.

A Resolution for Special Use Approval to permit a general restaurant at 5701 Sunset Drive, Shops at Sunset Place Unit C11D, within the Specialty Retail "SR", Hometown District Overlay "HD-OV".

A Resolution amending a Special Use Approval to permit a public car wash at 5795 South Dixie Highway, within the TODD Light Industrial "TODD-LI4" zoning use district.

A Resolution authorizing the City Manager to enter into a five (5) year contract with Bidera LLC Real Estate and Auction Services for asset liquidating services.

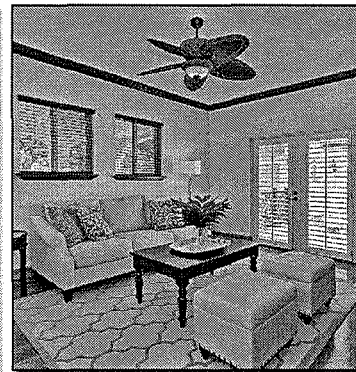
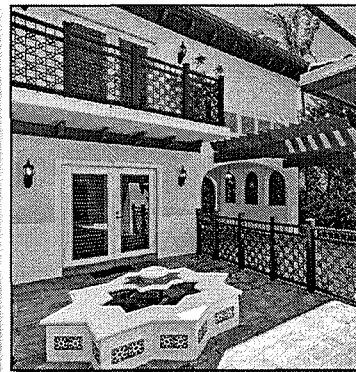
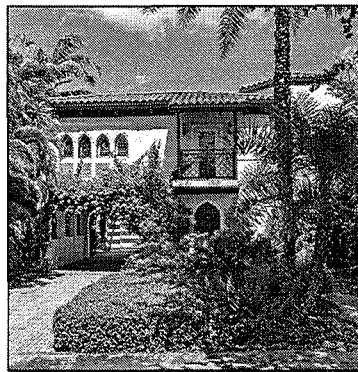
An Ordinance amending Section 7-3 of the Code of Ordinances including the establishment of a parks and recreation facilities impact fee category, and creating Section 7-3.2 establishing regulations for the collection of impact fees.

ALL interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Maria M. Menendez, CMC  
City Clerk

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.



**Priced to sell at \$864,600**

**1211 Mariana Ave, Coral Gables, FL 33134**

Spectacular, move-in-ready, Spanish-Alhambra style Coral Gables home. Built in 2002 with all the modern amenities including impact windows yet with details, feel and charm of a 1926 home. Located in the North Gables section of Coral Gables where you are centrally located to the best schools, shopping and dining while remaining in an enclave of elegance and greenery.

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- Cozy court yard with fountain • Romeo and Juliet balconies • Marble master bath with steam shower



Calixto A. Navarro  
CABA Real Estate  
[calixtoarealestate@gmail.com](mailto:calixtoarealestate@gmail.com)  
cell: 786-210-8713



**You've Got A Friend in the Real Estate Business**

## MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared M. ZALDIVAR, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI  
NOTICE OF PUBLIC HEARING FOR JUNE 17, 2014

in the XXXX Court,  
was published in said newspaper in the issues of

06/06/2014

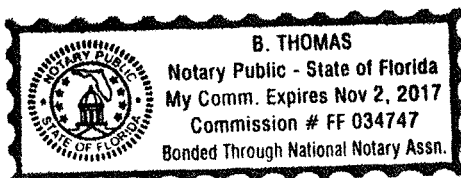
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

06 day of JUNE, A.D. 2014

(SEAL)

M. ZALDIVAR personally known to me



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6/6

14-3-206/2296074M